

DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

5300 MMSR-6 16 Jun 16

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 26 Feb 16

Encl: (1) Copy of Dept. of State letter of 9 Jun 16.

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Department of State.

(b)(6), (b)(7)(C)

By direction

United States Department of State



Washington, D.C. 20520

JUN 0 3 2010

UNCLASSIFIED

M. A. Brilakis
Deputy Commandant
(Manpower and Reserve Affairs)
United States Marine Corps
3280 Russell Road
Quantico, VA 22134-5103

Dear Deputy Commandant Brilakis:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps' (for the Secretary of the Navy) approval of a request by

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

in the United Arab Emirates.

On behalf of the Secretary of State, I approve this request pursuant to 37 U.S.C. § 908 and 22 C.F.R. § 3a. Please inform the applicant of this determination.

Sincerely,

(b)(6), (b)(7)(C)

Eric Geelan
Deputy Director
Office of International Security Operations



Attn:

DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO: 1700 MMSR-6

APR 8 2016

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

(b)(6), (b)(7)(C)

Dear Sir,						
The request from	m	(b)(6), (b)(7)(C)			-
(Retired), for appro-	val of civili	an foreig	n employme	ent is f	orward	ed
for consideration pu		The second secon				
Act, Fiscal Year 197						
Stat. 859.		(b)(6), (b)(7)	(C)			
(b)(6), (b)(7)(C)		Enclosed v	with this	letter i	s(b)(6), (b)	(7)(C)
(b)(6), (b)(7)(C) for	reign employme	ent quest:	ionnaire a	nd class	ified	
information nondiscl	losure agreem	ent.				
				Section of the	2	
The Commandant	of the Marine	Corps, ic				
Navy, has approved	(b)(6), (b)(7)(C)	request f	or emplo	yment	as
	(b)	(6), (b)(7)(C)				

located in the United Arab Emirates. This request is being

forwarded for the approval of the Secretary of State.

(b)(6), (b)(7)(C)

M. A. RILAKIS
Deputy Commandant for
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

TH REPLY PERES TO: 5500 IOS/U0117

MAR 28 2016

Fm: Special Security Officer, Headquarters U.S. Marine Corps,

Intelligence Department, Washington DC

To: DC, M&RA, Washington DC

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT ICO: (b)(6), (b)(7)(C)

USMC RETIRED

Ref: (a) 37 USC 908 - Sec. 908, Employment of reserves and retired members

by Foreign governments

1. (b)(6), (b)(7)(C) retired from the U.S. Marine Corps (b)(6), (b)(7)*(C)d in February 2016 he requested permission under the Foreign Ownership, Control or Influence (FOCI) program for employment by the United Arab Emirates (UAE) as

(b)(6), (b)(7)(C)

2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as required by reference (a), for employment with UA(b)(6), (b)(7)(C) ties will not require access to U.S. classified information. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) The Department of Defense Consolidated Adjudications Facility (DOD CAF) will require a new investigation for before access to U.S. classified information is granted.

- 3. It is my opinion that (b)(6), (b)(7)(C) could be approved a position supporting the government of the United Arab Emirates.
- 4. Point of contact at Headquarters, U.S. Marine Corps, Special Security Office is (b)(6),(b)(7)(C) or hqmc_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to: Files Pages 5 through 7 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Identification

Name (Last, First, Middle Initial):	(b)(6), (b)(7)(C)
Physical Address (also include mailin	g address, if different):
	(b)(6), (b)(7)(C)
Phone Number:	(b)(6), (b)(7)(C)
Military Retirement Effective Date:	(b)(6), (b)(7)(C)
Rank/Rate (at retirement):	(b)(6), (b)(7)(C)
SSN (last four digits)	(b)(6), (b)(7)(C)
Location of proposed employment:	
(b)(6), (b)(7)(C) United Arab E	mirates
Questions (Please use addi	itional sheets if necessary)
Who is your proposed employer a	and how are they connected to a foreign government?
1. Who is your proposed employer of	and now are they connected to a foleign government:
	(b)(6), (b)(7)(C)
2. What is your proposed job title?	(b)(6), (b)(7)(C)
 What will your duties involve? A attached. 	Attach job description, if available. Job description
	rmed? If yes, please provide an explanation of wages (to your level of pay will be affected by the foreign government (b)(6), (b)(7)(C)
	(b)(6), (b)(7)(C)

(h)	(A)	١.	(h)	(7)	(C)
ND.	NO.). I	w	1	100

5.	Are you a U.S. Citizen?	(b)(6), (b)(7)(C)	
6.		you planning to execute an oath of will be working, alter your U.S. c	itizenship status or obtain
	oroign orazonsnip.	(b)(6), (b)(7)(C)	<u> </u>
7.	What is the highest U.S. see	curity clearance that you have held	? (b)(6), (b)(7)(C)
		(b)(6), (b)(7)(C)	
8.	What is the highest level of	classified material to which you ha	ave been granted access?(b)(6), (b)(7)(C
		(b)(6), (b)(7)(C)	
9	Have you had access to Sa	scial Aceses Programs?	(b)(6), (b)(7)(C)

Have you had access to Special Access Programs?

- 10. Will you be working with classified information as part of your foreign employment? If yes, please explain. No I will not be working with classified information.
- 11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
- 12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
- 13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Acknowledgement

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States.

I also acknowledge and understand that my retired or retainer pay may be held equal to the amount received from the foreign government if I accept employment before obtaining proper approval.

I affirm that the above questions have been reviewed carefully and answered fully to the best of my knowledge.

III V KIIO WICELES.			
		(b)(6), (b)(7)(C)	
Retiree Signature	/	/	Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or Irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4.1 have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud , abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001, 80(d)(2)) so that I may read them at this time, if I so choose

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTES OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE. NUMBER) (Type or print)

WITNESS	AGGEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1998). Your SSN will be used to Identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to dessified information.

(b)(6), (b)(7)(C) February 26, 2016 (b)(6), (b)(7)(C) SSN (b)(6), (b)(7)(C) Military Retirement Date: (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) Rank at Retirement: Judge Advocate Division (JAR) Headquarters, U.S. Marine Corps TO: 3000 Marine Corps Pentagon Washington, DC 20350-3000 SUBJECT: Approval Request for Foreign Government Employment of Retired Navy Member REFERENCE: U.S. Constitution, Article I, Section 9, Clause 8, The Emoluments Clause Encl: (1) (b)(6), (b)(7)(C)Job Description (2) Completed SF 312 (3) Completed Foreign Government Employment Information Sheet (4) Completed Foreign Government Employment Questionnaire 1. This letter requests permission to accept employment with (b)(6), (b)(7)(C) located in the United Arab Emirates (UAE). (b)(6), (b)(7)(C) 2. (b)(6), (b)(7)(C)3. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

5.

6. (b)(6), (b)(7)(C)

Respectfully,

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

JOB DESCRIPTION

Doc. No.
Revision No.:
Date

			Date:
1. JOB DETAILS			
Job Title:	(b)(6), (b)(7)(C)	Job Grade:	TBD
Reports to:			
Function:		(b)(6), (b)(7)(C)	
Department:			
2. JOB OBJECTIVE			
	(b)(6), (b)(7	')(C)	
	(5)(0), (5)(1)(O)	
3. JOB DIMENSIONS	T		
Number of staff supervised:	Direct Reports:	(b)(6)	, (b)(7)(C)
America de Companyo	Total:	(2)(0)	, (5)(1)(0)
4. KEY ACCOUNTABILITIES Description			
	(b)(6), (b)(7)(C)	

		Doc. No.		
(b)(6), (b)(7)(C)	JOB DESCRIPTION	Revision No.:		
		Date:		
	(b)(6), (b)(7)(C)			

		Doc. No.
b)(6), (b)(7)(C)	JOB DESCRIPTION	Revision No.:
		Date:
	4.14.14.14.14.14	
	(b)(6), (b)(7)(C)	
5. COMMUNICATIO	NS & WORKING RELATIONSHIPS	
	(b)(6), (b)(7)(C)	
6 CHALIFICATION	KNOWLEDGE SKILLS & COMPETENCIES	
	(b)(6), (b)(7)(C)	

7. APPROVALS

(b)(6), (b)(7)(C)

JOB DESCRIPTION

-	Doc. No.	
-	Revision No.:	
	Date:	

Line Manager/ Function Head	The second secon
(b)(6)), (b)(7)(C)
Human Resources:	
Signature	Date



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO: 5300 MMSR-6 1 Oct 18

Subj:

From: Commandant of the Marine Corps

To:

(b)(6), (b)(7)(C)

FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 12 Jun 18

Encl: (1) Copy of Dept. of State letter of 7 Sep 18

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State Bureau of Political-Military Affairs Washington, DC 20520-6817

September 7, 2018

Lieutenant General Michael A. Rocco Deputy Commandant for Manpower and Reserve Affairs Headquarters United States Marine Corps 3280 Russel Road Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from (b)(6), (b)(7)(C)(b)(6), (b)(7)(0)accept civil employment with the Swedish (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6), (b)(7)(c) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfill (b)(6), (b)(in)(b) pendent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

Marik String Deputy Assistant Secretary Bureau of Political-Military Affairs



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

1700 MMSR-6

JUL 2 5 2018

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) cover letter, foreign employment questionnaire, and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment a(s)(6), (b)(7)(C) (b)(6), (b)(7)(C) the Swedish (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEAROR

Assistant Deputy Commandant for

Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY

HEADQUARTERS UNITED STATES MARINE CORPS 3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

IN REPLY REFER TO: 5500

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-	nestal nestal nes	top. 111		[JUL 09
	Special Security Off Deputy Commandant, M			
	REQUEST FOR FOREIGN USMC (RETIRED)	CIVIL EMPLOYMENT	IN CASE OF:	(b)(6), (b)(7)(C)
	(a) 37 USC 908 - Sec by Foreign governmen		of reserves an	d retired members
	(b)(6),(b)(7)(C) and requested permis ol or Influence (FOCI	sion in June 2018) program for emp	under the Fore	he U.S. Marine ign Ownership, (b)(6), (b)(7)(C)
(b)(6), $(b)(7)(C)$ the Swedish		(b)(6), (b)(7)(C)	
2. by ref	(b)(6), (b)(7)(C) require ference (a), for empl			ority as required (b)(6),(b)(7)(C)
		(b)(6), (b)(7)(C)		
	(b)(6), (b)			partment of Defense
cleara	lidated Adjudications ance investigation an mation,			
	: is my opinion that the Swedish ((b)(6), (b)(7)(C) could b)(6), (b)(7)(C)	be approved as	(b)(6), (b)(7)(C)
	pint of contact at He	adquarters, U.S.		
Office	eís		or hama	_sso@usmc.mil.
		(b)(6), (b)(7)(C)		
Copy t	to:			

Pages 24 through 25 redacted for the following reasons:
(b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name:	(b)(6), (b)(7)(C)		
Physical address (include mailing if differe	(b)(6), (b)(7)(C)	
Phone	(b)(6), (b)(7)(C)		
Email	(b)(6), (b)(7)(C)		
Military Retireme	nt Date (if applicable):	(b)(6), (b)(7)(C)	
Rank/Rate (at reti	irement) (b)(6), (b)(7)(C)	
SSN (last four digi	(b) (6), (b)(7)(C)		
Location of propo	sed employment: (b)(6),	(b)(7)(C) SWEDEN	
1. Who is your pr	oposed employer and he	ow are they connected to a foreign gove	ernment? (b)(6), (b)(7)(C)
		(b)(6), (b)(7)(C)	
2. What is your p	roposed job title?	(b)(6), (b)(7)(C)	
3. What will your	job duties involve? If a	job description is available, please attac	ch. (b)(6), (b)(7)(C)
		(b)(6), (b)(7)(C)	
4. Will you be pai	d for duties performed?	If yes, please provide an explanation o	f wages (to include
amount of pay) a are working.	nd how your level of pay	y will be affected by the foreign governr (b)(6), (b)(7)(C)	nent with which you
are working.		(6)(6), (6)(7)(6)	
		(b)(6), (b)(7)(C)	
5. Are you a U.S.	citizen?	(b)(6), (b)(7)(C)	
511110 You a 0101		(b)(6), (b)(7)(C)	
		ng to execute an oath of allegiance to th .S. citizenship status, or obtain foreign c	Control of the Contro
		(b)(6), (b)(7)(C)	

7. What is the highest U.S. security clearance that you have	held? (b)(6), (b)(7)(C)
8. What is the highest level of classified material to which y	ou have been granted access? (b)(6), (b)(7)(C)
9. Have you had access to Special Access Programs?	(b)(6), (b)(7)(C)
(b)(6), (b)(7)(C)	
NOT.	
11. Have you ever worked on matters involving this foreign	country as part of your uniformed service
11. Have you ever worked on matters involving this foreign duties? If yes, please explain.	country as part of your uniformed service (b)(6), (b)(7)(C)
	(b)(6), (b)(7)(C)
duties? If yes, please explain.	(b)(6), (b)(7)(C)
duties? If yes, please explain. (b)(6), (b)(7)(C)	(b)(6), (b)(7)(C)

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering? (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the Information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982, I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud , abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community. and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

WITNESS	ACCEPTANCE		
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.		

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to Identify you precisely when it is necessary to cartify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

12 Jun	e, 2018
From:	(b)(6), (b)(7)(C)
To:	
Subj:	REQUEST FOR FOREIGN GOVERNMENT EMPLOYMENT AFTER RETIREMENT

1. Respectfully request a waiver from the prohibition of foreign employment of retired personnel.

2. I wish to gain employment as	(b)(6), (b)(7)(C)
	(b)(6), (b)(7)(C)
3.	(b)(6), (b)(7)(C)
	(b)(6), (b)(7)(C)
4.	(b)(6), (b)(7)(C)
	(b)(6), (b)(7)(C)
5.	(b)(6), (b)(7)(C)
	(b)(6), (b)(7)(C)

6. I am available for further information on this position at

(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

5300 MMSR-6 3 Apr 17

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 30 Nov 16

Encl: (1) Copy of Dept. of State letter of 31 Mar 17

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction

United States Department of State

Washington, D.C. 20520

<u>UNCLASSIFIED</u>

MAR 3 1 2017

Mr. M. A. Brilakis
Deputy Commandant for Manpower and Reserve Affairs
Headquarters United States Marine Corps
3280 Russel Road
Quantico, Virginia 22134-5103

Dear Deputy Commandant Brilakis:

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) (c)(6), (b)(7)(C)

Kingdom of Saudi Arabia.

The Secretary of State approves this request under the provision of Section 908, Title 37. United States Code, and pursuant to 22 C.F.R. § 3a.5. Please inform the applicant of this determination.

Additionally, please inform the applicant (b)(6)(remains independently responsible for complying with United States export laws and regulations and for obtaining appropriate clearances for access to classified information provided by the foreign government employer. Further, continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

David E. Henifin

Director, Office of State-Defense Integration Bureau of Political-Military Affairs



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

1700 MMSR-6

1 2017

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6),(b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) toreign employment questionnaire and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment a \mathfrak{F}_0)(6), (b)(7)(C) This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. BEAROR
Assistant Deputy Commandant for
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS

3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

5500 105/U0624 DEC 19 2016

				DEC TO
Fm:	Intelligence Depa	Officer, Headquarters U.S rtment, Washington DC	. Marine Corps,	
To:	DC, M&RA, Washing	ton DC		
Subj:	REQUEST FOR FOREI	GN CIVIL EMPLOYMENT ICO:	(b)(6), (b)(7)(C)
Ref:	(a) 37 USC 908 - by Foreign govern	Sec. 908. Employment of r	eserves and retir	ed members
Novem	ber 20(8)(6), (b)(7)(c)ues	om the U.S. Marine Corps ted permission under the m for employment as (b)(6),(b)(7)(C)	Foreign Ownership (b)(6), (b)(7)(C)	· December of the control of the con
Arabi	a (KSA)	(b)(6), (b)(7)(C) (b)(6), (b)(7)		or saudi
	- ,	(b)(6), (b)(7)(C)		
refer	ence (a), for empl not require access	FOCI approval and legal oyment with to U.S. classified infor (b)(6), (b)(7)(C)	(b)(6), (b)(7)(C)	duties),(b)(7)(C)
	lidated Adjudicati	ons Facility (DOD CAF) wi cess to U.S. classified i		nted.
3. I	t is my opinion th (b)(6),(b)(7)(C)	at (b)(6), (b)(7)(C)could be appr with KSA.	oved as (b)(6), (b)(7)(C)
4. P Offic		Headquarters, U.S. Marin	e Corps, Special or hgmc_sso@us	
		(b)(6), (b)(7)(C)		
Copy Files)	

Pages 36 through 38 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name: (last, first, middle initia	al):	(b)(6), (b)(7)(C)	
Physical address (include ma		e nt): (6), (b)(7)(C)	(b)(6), (b)(7)(C)
Phone: (b)(6), (b)(7)(C) Email:			
Military Retirement Date (if a	oplicable):	(b)(6), (b)(7)(C)	
Rank/Rate (at retirement):	(b)(6), (b)(7)((C)	
SSN (last four digits):	(b)(6), (b)(7)(C)		
Who is your proposed emp government?	oloyer and ho	ow are they conn	ected to a foreign
What is your proposed job	title?	(b)(6), (b)(7)(C)	
(b)(6), (b)(7)(C)	title t		
3. What will your job duties in	nvolve? If a j	ob description is	available, please attach.
		(b)(6), (b)(7)(C)	
4. Will you be paid for duties wages (to include amount of foreign government with which	pay) and how	w your level of p	
		(b)(6), (b)(7)(C)	



(b') (6),	(b))(7)(C

5. Are you a U.S. citizen?

(b)(6), (b)(7)(C)

6. Will you be required to execute an oath of allegiance to the foreign government with which you are working or to alter your U.S. citizenship status?

(b)(6), (b)(7)(C)

7. What is the highest U.S. security clearance you have held?

(b)(6), (b)(7)(C)

8. What is the highest level of classified material to which you have been granted access?

(b)(6), (b)(7)(C)

9. Have you had access to Special Access Programs?

(b)(6), (b)(7)(C)

10. Will you work with classified information as part of your foreign employment? If yes, please explain.

NO.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

(b)(6), (b)(7)(C)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

(b)(6), (b)(7)(C)

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

(b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b)(6), (b)(7)(C)

Signature

Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound. I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless; (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above, I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, "952 and 1924, title 18, United States Code, "the provisions of section 783(b), title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- 6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government, (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress), section 1034 of title 10. United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military), section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud., abuse or public health or safety threats), the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress), section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community), sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosure that may compromise the national security, including sections 641, 793, 794, 798, "952 and 1924 of title 18, United States Code, and "section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001, 80(d)(2)) so that I may read them at this time, if I so choose.

NOT APPLICABLE TO NON-GOVERNME	NT PERSONNEL SIGNING THIS AGREEMENT.
(b)(6	s), (b)(7)(C)
WITNESS	ACCEPTANCE

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (trave not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

30 November 2016

Judge Advocate Division (JAR) Headquarters, U.S. Marine Corps 3000 Marine Corps Pentagon Washington, DC 20350-3000

To whom it may concern,

In accordance with the requirements identifi			of the United
States Constitution, I am submitting this not	tice of my emplo	yment with	(b)(6), (b)(7)(C)
	(b)(6), (b)(7)(C)		
Kingdom of Saudi Arabia (KSA)		(b)(6), (b)(7)(C)	
	(b)(6), (b)(7)(C)		

Sincerely,

(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

5300 MMSR-6 3 Apr 17

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 30 Nov 16

Encl: (1) Copy of Dept. of State letter of 31 Mar 17

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction

United States Department of State

Washington, D.C. 20520

UNCLASSIFIED

MAR 3 1 2017

Mr. M. A. Brilakis Deputy Commandant for Manpower and Reserve Affairs Headquarters United States Marine Corps 3280 Russel Road Quantico, Virginia 22134-5103

Dear Deputy Commandant Brilakis:

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from (b)(6), (b)(7)(C) to accept civil employment as (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)

for the Kingdom of Saudi Arabia.

The Secretary of State approves this request under the provision of Section 908. Title 37, United States Code, and pursuant to 22 C.F.R. § 3a.5. Please inform the applicant of this determination.

Additionally, please inform the applicant that he remains independently responsible for complying with United States export laws and regulations and for obtaining appropriate clearances for access to classified information provided by the foreign government employer. Further, continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

> Sincerely (b)(6), (b)(7)(C)

David E. Henifin Director, Office of State-Defense Integration Bureau of Political-Military Affairs



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO: 1700 MMSR-6

8 2017

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

J. V. A		
Attn:	(b)(6), (b)(7)(C)	

nondisclosure agreement.

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) foreign employment questionnaire and classified information

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6),(b)(7)(C) request for employment as(b)(6),(b)(7)(C) This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

Assistant Deputy Commandant for Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY

HEADQUARTERS UNITED STATES MARINE CORPS 3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

5500 105/U0623 DEC 19 2016

	y	DEC 19
Fm: To:	Special Security Officer, Headquarters U.S. Marine of Intelligence Department, Washington DC DC, M&RA, Washington DC	
Subj:	REQUEST FOR FOREIGN CIVIL EMPLOYMENT ICO:	(b)(6), (b)(7)(C)
Ref:	(a) 37 USC 908 - Sec. 908. Employment of reserves a by Foreign governments	nd retired members
Novem	nber 20(b)(6), (b)(Z)(C)uested permission under the Foreign O dence (FOCI) program for employment as (b)(6), (b)(7)(C) and in wnership, Control or 6), (b)(7)(C) Kingdom of Saudi
Arabi	(b)(6), (b)(7)(C) (b)(6), (b)(7)(C)	Kingdom of Baddi
	(b)(6), (b)(7)(C)	
refer	(b)(6), (b)(7)(C) requires a FOCI approval and legal authoricance (a), for employment with (b)(6), (b)(7)(C) not require access to U.S. classified information. (b)(6), (b)(7)(C)	
3. I	It is my opinion that $(b)(6),(b)(7)(C)$ could be approved as $(b)(6),(b)(7)(C)$ with KSA.	(b)(6), (b)(7)(C)
4. P Offic	Point of contact at Headquarters, U.S. Marine Corps, or hgm	Special Security c_sso@usmc.mil.
	(b)(6), (b)(7)(C)	
Copy Files		

Pages 49 through 51 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name: (last, first,	middle initial):	(b)(6), (b))(7)(C)	
Physical address	(include mailin	g if differe	nt):	(b)(6), (b)(7)(C)
(b)(6), (b)(7)(C)			
Phone:	(b)(6), (b)(7)(C)			
Email:	(b)(6), (b)(7)(C)			
Military Retiremen	nt Date (if appli	cable):	(b)(6), (b)(7)(C)	
Rank/Rate (at ret	irement): (I	o)(6), (b)(7)(C)	
SSN (last four dig	its): (b)(6),	(b)(7)(C)		
1. Who is your progovernment?	oposed employ	er and ho	w are they con	nected to a foreign
2. What is your p	roposed job titl		(b)(6), (b)(7)(C)	
(b)(6), (b)(7)(C)			
		lve? If a jo	b description	is available, please attach.
			(b)(6), (b)(7)(C)	
	amount of pa	y) and how	your level of	provide an explanation of pay will be affected by the
			(b)(6), (b)(7)(C)	

((h)	(6)	١. ((h)	۱	7	١	(C
٠,		\sim	/ · · · ·		м		м	\sim

5. Are you a U.S. citizen?

(b)(6), (b)(7)(C)

6. Will you be required to execute an oath of allegiance to the foreign government with which you are working or to alter your U.S. citizenship status?

(b)(6), (b)(7)(C)

7. What is the highest U.S. security clearance you have held?

(b)(6), (b)(7)(C)

8. What is the highest level of classified material to which you have been granted access?

(b)(6), (b)(7)(C)

9. Have you had access to Special Access Programs?

(b)(6), (b)(7)(C)

10. Will you work with classified information as part of your foreign employment? If yes, please explain.

NO.

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

(b)(6), (b)(7)(C)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

(b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.



CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless. (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances, or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code, *the provisions of section 783(b), title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- 6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government, (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information, or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress), section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats), the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seg.) (governing disclosures that could expose confidential Government agents), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress), and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12, I have read this Agreement carefully and my questions, if any, have been answered, I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001, 80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.

WITNESS

ACCEPTANCE

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (how seet) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE

DATE

(b)(6), (b)(7)(C)

NOTICE The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

30 November 2016

Judge Advocate Division (JAR) Headquarters, U.S. Marine Corps 3000 Marine Corps Pentagon Washington, DC 20350-3000

To whom it may concern,

In accordance with the requirements identified in Article I, Section 9, Clause 8 of the United States Constitution, I am submitting this notice of my(b)(6), (b)(7)(Cagreement with (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Kingdom of Saudi Arabia (KSA)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Sincerely,

(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD **QUANTICO, VIRGINIA 22134-5103**

IN REPLY REPER TO: 5300 MMSR-6 26 Aug 19

From: Commandant of the Marine Corps

To:

(b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref:

(a) Your request of 21 May 19

Encl:

(1) Copy of Dept. of State letter of 22 Aug 19

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction

Lieutenant General Michael A. Rocco Deputy Commandant for Manpower and Reserve Affairs Headquarters United States Marine Corps 3280 Russel Road Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C)

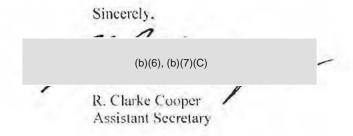
(b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37. United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C)should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6). (b)(7)(C)may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.





DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO: 1700 MMSR-6 JUN 1 3 2019

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

Attn:

(b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C)

(Retired), for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Enclosed with this letter is (b)(6), (b)(7)(C) cover letter, foreign employment questionnaire and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment (b)(6), (b)(7)(C)

(b)(6),(b)(7)(C) the United Arab Emirates. This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

M. A. ROCCO
Deputy Commandant for
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY

HEADQUARTERS UNITED STATES MARINE CORPS 3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

5500 sso/u0557 MAY 2 9 2019

				IIMI E U
From: To:	Senior Intelliger Deputy Commandant			ent
Subj:	REQUEST FOR FOREI	GN CIVIL EMPLOYM	MENT IN CASE OF:	(b)(6), (b)(7)(C)
Ref:	(a) 37 USC 908 - by Foreign go		ment of reserves	and retired members
	(b)(6), (b)(7) e Corps and reques ship, Control or 1 (b)(6), (b)(7	ted permission influence (FOCI)	n May 2019 under program for empl	the Foreign oyment as (b)(6), (b)(7)(C) b Emirate (UAE).
	(6),(b)(7)(C) requires ence (a), for empl			ity as required by (b)(6), (b)(7)(C)
		(b)(6), (b)	(7)(C)	
secur		stigation and ac		The Department) will require a new to access to U.S.
3. I	t is my opinion th (b)(6),(b)(7)(C)	uat (b)(6), (b)(7)(C) cou		(b)(6), (b)(7)(C)
4. P Offic		: Headquarters, l		, Special Security qmc_sso@usmc.mil.
		(b)(6), (b)(7)(C)	_	_
Copy				

Pages 62 through 63 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name	(b)(6), (b)(7)(C	()		
Physic	cal Address: (b)(6), (b)(7)(C)	(b)(7)(C)		
Mailin	g Address: (b)(6), (b)(7	(b)(6), (b)(7)(C) (r)(C)		
Phone	(b)(6), (b)(7)(C)			
Email	(b)(6), (b)(7)(C)			
Militar	ry Retirement Date:	(b)(6), (b)(7)(C)		
Rank/	Rate (at retirement)	(b)(6), (b)(7)(C)		
1.	Who is your proposed government?		nev are connect b)(6), (b)(7)(C)	ed to a foreign
		(b)(6), (b)(7	')(C)	
2.	What is your proposed		(b)(6), (b)	(7)(C)
	What will your job dutie		kolain in as mud	ch details as possib
	(if a job description is a	available, please atta	ch).	(b)(6), (b)(7)(C)
		(b)(6) (b)(7)(C)	
		(b)(6), (b)(7	r)(C)	
Key F	Responsibilities and D	eliverables		

(b)(6), (b)(7)(C)

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include salary, housing allowance, extra stipends, etc.) and how your level of pay will be affected by the foreign government with which you are working.
(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Are you a U.S. citizen?

(b)(6), (b)(7)(C)

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your citizenship status, or obtain foreign citizenship?
(b)(6), (b)(7)(C)

- 7. What is the highest U.S. security clearance that you have held? (b)(6), (b)(7)(C)
- 8. What is the highest level of classified material to which you have been granted access? (b)(6), (b)(7)(C)
- 9. Have you had access to Special Access Programs? (b)(6), (b)(7)(C)
- 10. Will you be working with classified information as part of your foreign employment? If yes, please explain as much detail as possible. **No.** (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)
- 11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain as much detail as possible(b)(6), (b)(7)(C)
- 12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. (b)(6), (b)(7)(C)
- 13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or receive an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Control (DDTC)? If the answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment. (b)(6), (b)(7)(C)
- 14. Did you receive a debriefing upon retiring from the uniformed service? If so, did you complete an SF-312, Classified Information Nondisclosure agreement? (b)(6), (b)(7)(C)

Signature Date

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

"Defense service" (ITAR §120.9) means:

- (a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;
- (b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or
- (c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

"Defense article" (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

"Technical data" (ITAR §120.10) means:

- (a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation:
 - (b) Classified information relating to defense articles and defense services on the USML; and
 - (c) Software directly related to defense articles.



CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 12958, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in Sections 1.2, 1.3, and 1.4(e) of Executive Order 12958, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless; (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of the information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold, removal from any position of special confidence and trust requiring such clearances; or the termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of Sections 641, 793, 794, 798, *952 and 1924, Title 18, United States Code, * the provisions of Section 783(b), Title 50, United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- I understand that the United States Government may seek any remedy available to it to enforce this Agreement including but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7 I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of Section 793 and/or 1924. Title 18, United States Code, a United States criminal law.
- 8 Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information and at all times thereafter.
- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable.all other provisions of this Agreement shall remain in full force and effect.

(Continue on reverse.)

- 10. These restrictions are consistent with and do not supersede conflict with or otherwise after the employee obligations rights or liabilities created by Executive Order 12958; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section 1034 of Title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); Section 2302(b)(8) of Title 5, United States Code, as amended by the Whistleblower Protection Act (governing disclosures of illegality, waste, traud, abuse or public health or safety threats); the Intelligence Identifies Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that expose confidential Government agents), and the statutes which protect against disclosure that may compromise the national security, including Sections 641, 793, 794, 798–952 and 1924 of Title 18. United States Code, and Section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. Section 783(b)). The definitions, requirements, obligations, rights, sanctions and liabilities created by said Executive Order and listed statutes are incorporated into this Agreement and are controlling.
- 11. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this Agreement and its implementing regulation (32 CFR Section 2003.20) so that I may read them at this time, if I so choose.

(b)(6), (b)(7)(C)

WITNESS ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED
BY THE UNDERSIGNED.

ACCEPTANCE

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws other tederal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

NOTICE: The Privacy Act 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to 1) certify that you have access to the information indicated above or 2) determine that your access to the information indicated has terminated. Although disclosure of your SSN is not mandatory, your tailure to do snay impede the processing of such certifications or determinations, or possibly result in the denial of your being granted access to classified information.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

From	(b)(6), (b)(7)(C)	
	(b)(6), (b)(7)(C)	
To: The Secretary of the	e Navy	
Via: MMSR-6 Deputy Command Commandant of the	ant, Manpower and Reserve Affairs e Marine Corps	
(b) Foreign Govern	nment Employment Memo nment Employment Questionnaire 312, Nondisclosure Agreement	
Dear Honorable Mr. Ric	hard V. Spencer,	A
I am currently being co-	nsidered for an employment opportunity with (b)(6), (b)(7)(C)	a foreign owned
	(b)(6), (b)(7)(C)	
Key Responsibilities ar	d Deliverables	
	(b)(6), (b)(7)(C)	

(b)(6), (b)(7)(C)	
It is respectfully requested that permission be granted to be employed by a foreign government owned comapany — or any instrumentality of a foreign government agency.	(b)(6), (b)(7)(C)
Very Respectfully Submitted	
	10



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO: 5300 MMSR-6 1 Oct 18

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 1 Jun 18

Encl: (1) Copy of Dept. of State letter of 10 Sep 18

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State

Bureau of Political-Military Affairs

Washington, DC 20520-6817

September 10, 2018

Lieutenant General Michael A. Rocco Deputy Commandant for Manpower and Reserve Affairs Headquarters United States Marine Corps 3280 Russel Road Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Secretary of the Navy's approval of a request from (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) to accept civil employment with (b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9 (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

Marik String Deputy Assistant Secretary Bureau of Political-Military Affairs



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

1700 MMSR-6

JUL 2 5 2018

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C)

(Retired), for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859.

(b)(6), (b)(7)(C)

Enclosed with this letter

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) foreign employment questionnaire, and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEAROR
Assistant Deputy Commandant for
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

IN REP Y -III T . 5500 \$50/00566

18

			2007 00000
			JUL 09 20
	pecial Security Officer, eputy Commandant, Manpav		tmen.
	EQUEST FOR FOREIGN CIVII SMC (RETIRED)	EMPLOYMENT IN CASE	OF: (b)(6), (b)(7)(C)
	a) 37 USC 908 - Sec. 908 y Foreign governments	3. Employment of res	erves and retired members
Ownersh with sales b	(b)(6) conduct of etween government and mi	e (FOCI) program for coordination activit ilitaries for combat	2018 under the Foreign employment as (b)(6), (b)(7)(C) ies and foreign military
- ' ' ' '	ce (a), for employment		(b)(6), (b)(7)(C)
		(b)(6), (b)(7)(C)	
	(b)(6),(b)(7)(C) ations Facility (DOD CA) gation and adjudication tion.	F) will require a ne	
3. It		6),(b)(7)(C) could be ap for foreign military	proved as (b)(6), (b)(7)(C) sales internationally.
4. Poi Office		arters, U.S. Marine	Corps, Special Security or hqmc_sso@usmc.mil.
•	(b)(6), ((b)(7)(C)	

Copy to: Files

Pages 76 through 78 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name: (last, first, middle in Physical address (include		(b)(6), (b)(7)(C)
Phone: Email:	(b)(6), (b)(7)(C)	
Military Retirement Date (if Rank/Rate (at retirement):	(b)(c) (b	(b)(6), (b)(7)(C) b)(7)(C)
SSN (last four digits)	(b)(6), (b)(7)()(C)
Who is your proposed e government?	mployer and how	w are they connected to a foreign
2. What is your proposed j		(b)(6), (b)(7)(C)
(b)(6), (b)(7)(C)	ob title :	
3. What will your job duties	s involve? If a joi	b description is available, please attach.
	(b))(6), (b)(7)(C)

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include amount of pay) and how your level of pay will be affected by the foreign government with which you are working.

-	h)	(6)	١	(h)	V	7	١	(
_ (D)	(0	۱, ۱	U)	ı	1	и	

5. Are you a U.S. citizen?

(b)(6), (b)(7)(C)

6. Will you be required to execute an oath of allegiance to the foreign government with which you are working or to alter your U.S. citizenship status?

(b)(6), (b)(7)(C)

7. What is the highest U.S. security clearance you have held?

(b)(6), (b)(7)(C)

8. What is the highest level of classified material to which you have been granted access?

(b)(6), (b)(7)(C)

9. Have you had access to Special Access Programs?

(b)(6), (b)(7)(C)

10. Will you work with classified information as part of your foreign employment? If yes, please explain.

I will not be working with U.S. classified information

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

11. Have you ever worked on matters involving <u>this</u> foreign country as part of your uniformed service duties? If yes, please explain.

(b)(6), (b)(7)(C)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

(b)(6), (b)(7)(C)

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

(b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.



CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- 6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- 9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud , abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED

WITNESS

BY THE UNDERSIGNED.

ACCEPTANCE

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have net) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

5300 MMSR-6 6 Mar 19

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 14 Nov 18

Encl: (1) Copy of Dept. of State letter of 5 Mar 19

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State

Bureau of Political-Military Affairs

Washington, DC 20520-6817

March 5, 2019

Lieutenant General Michael A. Rocco Deputy Commandant for Manpower and Reserve Affairs Headquarters United States Marine Corps 3280 Russel Road Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) to accept civil employment in the United Arab Emirates with (b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6), (b)(7)(c) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

Marik A. String Deputy Assistant Secretary



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

1700 MMSR-6 JAN 7 1 2019

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C)

for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859.

(b)(6), (b)(7)(C)

Finclosed with this letter is

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) letter, foreign employment questionnaire and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) the United Arab Emirates (UAE) (b)(6) in Abu Dhabi, UAE. This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

M. A. ROCCO
Deputy Commandant for
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



Files

DEPARTMENT OF THE NAVY

HEADQUARTERS UNITED STATES MARINE CORPS 3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

5500 SSO/U1168

DEC 21 2018

DE0 .
From: Special Security Officer, Intelligence Department To: Deputy Commandant, Manpower and Reserve Affairs
Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C) USMC (RETIRED)
Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired member by Foreign governments
1. $(b)(6), (b)(7)(C)$ retired in $(b)(6), (b)(7)(C)$ from the U.S. Marine Corps and requested permission in November 2018 under the Foreign Ownership. Control or Influence (FOCI) program for employment as $(b)(6), (b)(7)(C)$ (b)(6), $(b)(7)(C)$ the United Parab Emirates (UAE) $(b)(6)$ (b)(6)
 (b)(6), (b)(7)(C) requires a FOCI approval and legal authority a required by reference (a), for employment with (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) The Department of Defense Consolidated Adjudications Facility (DOD CAF) will require a new security clearance investigation and adjudication prior to access to U.S. classified information. 3. It is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C) the UAE (b)(6)
4. Point of contact at Headquarters, U.S. Marine Corps, Special Security Office is or hqmc_sso@usmc.mil.
(b)(6), (b)(7)(C)
Copy to:

Pages 89 through 90 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)	
Physical address (include mailing if different)	
Phone:	
Email:	
Military Retirement Date (if applicable):	(b)(6), (b)(7)(C)
Rank/Rate (at retirement):	
SSN (last four digits): XXX-XX-XXXX	
Location of proposed employment:	
1. Who is your proposed employer and how are	they connected to a foreign government?
	(b)(6), (b)(7)(C)
2. What is your proposed job title?	
	(b)(6), (b)(7)(C)
3. What will vour iob duties involve? If a iob de	
(b)(6),	(b)(7)(C)
그 가게 되어나면서 아래 가장에는 그는 이와 맞은 학생에 가셨다면서 하지만 하지만 그렇게 되는 그렇게 되었다면 하는데 이렇게 되었다.	s, please provide an explanation of wages (to include be affected by the foreign government with which you
	(b)(6), (b)(7)(C)
5. Are you a U.S. citizen?	
(b)(6), (b)(7)(C)	
6. Will you be required or are you planning to e with which you are working, alter your U.S. citiz (b)(6), (b)(7)(C)	execute an oath of allegiance to the foreign government zenship status, or obtain foreign citizenship?
7. What is the highest U.S. security clearance th	nat you have held?
(b)(6), (b)(7)(C)	

8. What is the highest level of classif (b)(6), (b)(7)(C)	fied material to which you have been granted access?
9. Have you had access to Special Ac (b)(6), (b)(7)(C)	cess Programs?
10. Will you be working with classific explain.	ed information as part of your foreign employment? If yes, please
	(b)(6), (b)(7)(C)
11. Have you ever worked on matter duties? If yes, please explain.	rs involving this foreign country as part of your uniformed service
	(b)(6), (b)(7)(C)
12. Have you held any positions in the	ne uniformed service that are relevant to your employment with
	(b)(6), (b)(7)(C)
development, production, manufact such information may be of use in you	data (classified, unclassified, or software) related to the design, ure, etc. of defense articles? If yes, please describe ways in which our potential job. If applicable, has your employer or have you cance for the defense services that you are offering?
	(b)(6), (b)(7)(C)
	ware of any reason why the above described foreign employment vorably on the United States. I also acknowledge and understand

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

	(b)(6), (b)(7)(C)		
Signature		Date	

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound. I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it: or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above, I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b). title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- 6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government, (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information and at all times thereafter.
- 9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse)

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress), and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001 section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

WITNESS ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me that I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person or organization, that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-334 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

Pages 95 through 97 redacted for the following reasons:
(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

5300 MMSR-6 6 Jan 20

From: Commandant of the Marine Corps

To:

(b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref:

(a) Your request of 22 Sep 19

Encl: (1) Copy of Dept. of State letter of 18 Dec 19

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State

Bureau of Political-Military Affairs

Washington, DC 20520-6817

December 18, 2019

Lieutenant General Michael A. Rocco Deputy Commandant for Manpower and Reserve Affairs Headquarters United States Marine Corps 3280 Russel Road Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) to accept civil employment with the United Arab Emirates.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9 (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

R. Clarke Cooper Assistant Secretary



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

1700 MMSR=6 OCT 31 2019

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C)

(Retired), for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C) retired on (b)(6), (b)(7)(C)

Enclosed with this letter is (b)(6), (b)(7)(C) cover letter, foreign employment questionnaire and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) in Abu Dhabi, United Arab Emirates (UAE). (b)(6), (b)(7)(C)

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEAROR

Assistant Deputy Commandant for

Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

5500 SSO/U1248 OCT 16 2019

Ten vinda	OCT 16
From: Senior Intelligence Officer, Int To: Deputy Commandant, Manpower and	
Subj: REQUEST FOR FOREIGN CIVIL EMPLOY USMC (RETIRED)	MENT IN CASE OF: (b)(6), (b)(7)(C)
Ref: (a) 37 USC 908 - Sec. 908. Emplo by Foreign governments	yment of reserves and retired members
Marine Corps and requested permission Ownership, Control or Influence (FOCI) (b)(6),(program for employment as (b)(6), (b)(7)(C) b)(7)(C)
(b)(6), (b)(7)(C) within the Uni	ted Arab Emirates (UAE). (b)(6), (b)(7)(C)
2 (b)(6), (b)(7)(C) requires a F required by reference (a), for employm	OCI approval and legal authority as ent with (b)(6), (b)(7)(C)
(b)(6)	, (b)(7)(C)
The Department of Defense Consolidated require a new security clearance investaccess to U.S. classified information.	
	could be approved as (b)(6), (b)(7)(C) UAE.
4. Point of contact at Headquarters, Office is	U.S. Marine Corps, Special Security hqmc_sso@usmc.mil.
(b)(6), (b)(7)(C)	-

Copy to: Files Pages 103 through 104 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name:	(b)(6), (b)(7)(C)		
Physical add	lress (include mailing if different	ent):	(b)(6), (b)(7)(C)
Mailing add	ress: (b)(6)	, (b)(7)(C)	
Phone: Email:	(b)(6), (b)(7)(C)		
Military Ret	irement Date (if applicable):	(b)(6), (b)(7)(C)	
Rank/Rate (a	at retirement): (b)(6), (b)(7)(C)		
SSN (last fo	ur digits): (b)(6), (b)(7)(C)		
Location of	proposed employment:	(b)(6), (b)(7)(C)	UAE
		(b)(6), (b)(7))(C)
* ***	1.1.22.6	4.4-2.4.2	
2. What is y	our proposed job title?	(b)(6), (b)(7)(0)
	l your job duties involve? Please attach). Job description	The state of the s	much detail as possible (If a job description is
salary; hous	아들은 살이 있다면 하는데	pends, etc.) and ho	rovide an explanation of wages (to include ow your level of pay will be affected by the
		(b)(6), (b)(7)	(C)
5. Are you a	u.S. citizen? (b)(6), (b)(7)(C)	

6. Will you be required or are you planning to with which you are working, alter your U.S. ci			
(b)(6), (b)(7)(C)			
7. What is the highest U.S. security clearance t	hat you have held?	(b)(6), (b)(7)(C)	
8. What is the highest level of classified materi	al to which you have	been granted access?	(b)(6), (b)(7)(C)
9. Have you had access to Special Access Progr	rams? (b)(6), (b)(7)(C)		
10. Will you be working with classified inform explain in as much detail as possible.	ation as part of your	foreign employment?	If yes, please
Yes,	(b)(6), (b)(7)(C)		
	(b)(6), (b)(7)(C)		
11. Have you ever worked on matters involving	g this foreign country	y as part of your unifo	rmed service
duties? If yes, please explain in as much detail	as possible.	(b)(6), (b)(7)(C)	
(t	b)(6), (b)(7)(C)		
12. Have you held any positions in the uniform foreign government? If yes, please explain.	ed service that are r	elevant to your employ (b)(6), (b)(7)(C)	ment with the
(b	o)(6), (b)(7)(C)		
e International Traffic in Arms Regulation (ITAR)			THE RESERVE TO STREET

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

"Defense service" (ITAR §120.9) means:

- (a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;
- (b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or
- (c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical,

educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

"Defense article" (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

"Technical data" (ITAR §120.10) means:

- (a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;
 - (b) Classified information relating to defense articles and defense services on the USML; and
 - (c) Software directly related to defense articles.

Note: The definition does <u>not</u> include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)? If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.

(b)(6), (b)(7)(C)

14. Did you receive a debriefing upon retiring from the uniformed service? Yes If so, did you complete an SF-312, Classified Information Nondisclosure agreement? (b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

	(b)(6), (b)(7)(C)	
Signature		Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud , abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVER	NMENT PERSONNEL	SIGNING THIS AGREEMENT.
SIGNATURE	DATE	SOCIAL SECURITY NUMBER (See Notice below)
	(b)(6), (b)(7)(C)	
WITNESS	1	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSEI		RSIGNED ACCEPTED THIS AGREEMENT F OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE	DATE
	09/26/2019

(b)(6), (b)(7)(C)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the titaé information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b)(6), (b)(7)(C)

22 September 2019

Headquarters United States Marine Corps Manpower & Reserve Affairs (MMSR-6) 3280 Russell Road Quantico, VA 22134

Subject: Request for Approval to Accept Foreign Government Employment

To Whom It May Concern,

In accordance with Navy and Marine Corps Post Employment Guidelines: NAVSO P-1778 (Rev. April 2000)]I am requesting approval to accept foreign government employment in the United Arab Emirates (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Sincerely,

(b)(6), (b)(7)(C)

Attachments:

- 1. Foreign Government Employment Questionnaire.
- 2. (b)(6), (b)(7)(C) Position Description.
- 3. Signed SF 312 Classified Information Nondisclosure Agreement.

Page 111 redacted for the following reason: (b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

5300 MMSR-6 26 Sep 15

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 1 Apr 16

Encl: (1) Copy of Dept. of State letter of 23 Sep 16

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Department of State.

(b)(6), (b)(7)(C)

By direction

United States Department of State



Washington, D.C. 20520

Sept 23, 2016

UNCLASSIFIED

LtGen M. A. Brilakis
Deputy Commandant
Manpower and Reserve Affairs
United States Marine Corps
3280 Russell Road
Quantico, VA 22134-5103

Dear Lieutenant General Brilakis:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps' (for the Secretary of the Navy) approval of a request by

(b)(6), (b)(7)(C)

to accept civil employment as

(b)(6), (b)(7)(C)

the United Arab Emirates.

On behalf of the Secretary of State, I approve this request pursuant to 37 U.S.C. § 908 and 22 C.F.R. § 3a. Please inform the applicant of this determination.

Sincerely,

(b)(6), (b)(7)(C)

Director, Office of International Security Operations



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELI, ROAD QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO: 1700 MMSR-6 JUL 7 2016

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

Attn:	(b)(6), (b)(7)(C)	
ALCII.	(b)(b), (b)(7)(C)	

Dear (b)(6), (b)(7)(C)

agreement.

The request from (b)(6), (b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) foreign employment questionnaire and classified information nondisclosure

(b)(6), (b)(7)(C)

'M. A. BRILAKIS
Deputy Commandant for
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY

HEADQUARTERS UNITED STATES MARINE CORPS 3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

5500 105/U0127 APR 0 8 2016

Fm: Special Security Officer, Headquarters U.S. Marine Corps, Intelligence Department, Washington DC

To: DC, M&RA, Washington DC

Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT ICO: (b)(6), (b)(7)(C)
USMC RETIRED

Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members by Foreign governments

1. (b)(6), (b)(7)(C) retired from the U.S. Marine Corps i(b)(6), (b)(7)(C)d in April 2016 (b)(6), (b)(7)(Q)uested permission under the Foreign Ownership, Control or Influence (FOCI) program for employment by the United Arab Emirates (UAE) as (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

2. (b)(6) requires a FOCI approval and legal authority as required by reference (a), for employment with UAE. His duties will not require access to U.S. classified information. (b)(6)

(b)(6)

employment. The Department of Defense Consolidated Adjudications Facility (DOD CAF) will require a new investigation before access to U.S. classified information is granted.

- 3. It is my opinion that (b)(6), (b)(7)(C) could be approved a position supporting the government of the United Arab Emirates.
- 4. Point of contact at Headquarters, U.S. Marine Corps, Special Security Office is (b)(6), (b)(7)(C) or hqmc_sso@usmc.mil.

(b)(6), (b)(7)(C)

Copy to: Files

Pages 116 through 117 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)	(b)(6), (b)(7)(C)
Physical address (include mailing if diffe	erent):
(b)(6), (b)(7)(C)	
Phone (b)(6), (b)(7)(C) Email	
Military Retirement Date (if applicable)	(b)(6), (b)(7)(C)
Rank/Rate (at retirement) (b)(6), (b)(7)((C)
SSN (last four digits): (b)(6), (b)(7)	(C)
Location of proposed employment(b)(6)	, (b)(7)(C)United Arab Emirates
1. Who is your proposed employer and	how are they connected to a foreign government?
	(b)(6), (b)(7)(C)
2. What is your proposed job title?	(b)(6), (b)(7)(C)
3. What will your job duties involve? I	f a job description is available, please attach (b)(6), (b)(7)(C)
	(b)(6), (b)(7)(C)
	ed? If yes, please provide an explanation of wages (to include pay will be affected by the foreign government with which you
are working.	(b)(6), (b)(7)(C)
	(b)(6), (b)(7)(C)

5. Are you a U.S. citizen?	(b)(6), (b)(7)(C)		
	-		
요즘 보이 하다고 하다고 하다가 되어 하다 스타이스 보이다.	are you planning to execute an o	하지 않아 내용에 되지 않아 되었다. 나는 내는 내용이 되었습니다.	1
	(b)(6), (b)(7)(C)		
7. What is the highest U.S.	. security clearance that you have	e held? (b)(6), (b)(7)(C)	*
8. What is the highest leve	el of classified material to which	you have been granted access?	(b)(6), (b)(7)(C)
9. Have you had access to	Special Access Programs? (b)(6), ((b)(7)(C)	
10. Will you be working wi	ith classified information as part (b)(6), (b)(7)(C)	of your foreign employment?	If yes, please
Charles and the season	*		
duties? If yes, please expla	on matters involving this foreign		rmed service
duties: 11 yes, piease expir	an.	(b)(6), (b)(7)(C)	
12. Have you held any pos	iitions in the uniformed service t	hat are relevant to your emplo	vment with
the foreign government?		(b)(6), (b)(7)(C)	A 561 22 3 5 (3) 5 65 (1)
,	(b)(6), (b)(7)(C	:)	
		,	
	*		
	o technical data (classified, uncla	assified, or software) related to ticles? If yes, please describe v	
development, production,	of use in your potential job. If ap	oplicable, has your employer or	have you
development, production, such information may be o			(b)(6), (b)(7)(0

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

	, ~	
	(b)(6), (b)(7)(C)	
Signature	1)	Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; er (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my amployment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- 6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud , abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

(b)(6), (b)(7)(C)

WITNESS	ACCEPTANCE	
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.	

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have (b)(6):trike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

5300 MMSR-6 5 Jun 20

From: Commandant of the Marine Corps

To:

(b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref:

(a) Your request of 18 Nov 19

Encl: (1) Copy of Dept. of State letter of 25 May 20

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State

Bureau of Political-Military Affairs

Washington, DC 20520-6817

May 25, 2020

Lieutenant General Michael A. Rocco Deputy Commandant for Manpower and Reserve Affairs Headquarters United States Marine Corps 3280 Russel Road Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) to accept civil employment with the United Kingdom (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9. (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

R. Clarke Cooper Assistant Secretary



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

1700 MMSR-6 FEB 1 0 2020

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6),(b)(7)(C) (Retired), for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6),(b)(7)(C) retired on (b)(6),(b)(7)(C) Enclosed with this letter is (b)(6),(b)(7)(C) cover letter, foreign employment questionnaire, and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6),(b)(7)(C) request for employment as (b)(6),(b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) United Kingdom. This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

Assistant Deputy Commandant for Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY

HEADQUARTERS UNITED STATES MARINE CORPS 3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

5500	
SSO/U0007	
JAN 18	2020

The Basel				JAN 1 1
From: Senior Intelligence To: Deputy Commandant, M				
Subj: REQUEST FOR FOREIGN USMC (RETIRED)	CIVIL EMPLO	MENT IN CASE	OF:	(b)(6), (b)(7)(C)
Ref: (a) 37 USC 908 - Sec by Foreign gover	the State of the S	oyment of res	erves and	retired members
1. (b)(6), (b)(7)(C) Corps and requested permis Control or Influence (FOCI) program fo	ember 2019 un	der the Fo	
(b)(6),	(b)(7)(C)		United	Kingdom.
2. (b)(6), (b)(7)(C) required by reference (a),				al authority as (b)(6), (b)(7)(C)
	(b)(6)	, (b)(7)(C)		
(b)(6), (b)(7)(C) The D Facility (DOD CAF) will re adjudication prior to acce	quire a new	security cle	arance inv	
3. It is my opinion that the UK	(b)(6), (b)(7)(C)	could be ap (b)(6), (b)(7)(C)	proved for	employment with
4. Point of contact at He Office is	adquarters,	U.S. Marine		ecial Security socusmc.mil.
	(b)(6), (b)(7)(C)		7	
Copy to:				

Files

Pages 128 through 129 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name: (last, firs	t, middle initial))(6), (b)(7)(C)
	s (include mailing if different):
r iiyalcai addi ess	therefore,
	(b)(6), (b)(7)(C)
Phone Email:	(b)(6), (b)(7)(C)
Military Retirem	nent Date (if applicable): (b)(6), (b)(7)(C)
Rank/Rate (at re	etirement): (b)(6), (b)(7)(C)
SSN (last four di	gits): (b)(6), (b)(7)(C)
Location of prop	oosed employmen(b)(6), (b)(7)(C)(
1. Who is your p	proposed employer and how are they connected to a foreign government? (b)(6), (b)(7)(C)
2. What is your	proposed job title?
	(b)(6), (b)(7)(C)
3. What will you is available, ple	ur job duties involve? Please explain in as much detail as possible (If a job description ase attach).
	(b)(6), (b)(7)(C)

/I \	(0)	/I \	/ -	10
(b)	In	ı'n١	1/	W ()

4. Will you be paid for duties performed? If yes, please provide an explanation of wages (to include salary; housing allowance, any extra stipends, etc.) and how your level of pay will be affected by the foreign government with which you are working.

(b)(6), (b)(7)(C)

5. Are you a U.S. citizen?

(b)(6), (b)(7)(C)

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

(b)(6), (b)(7)(C)

7. What is the highest U.S. security clearance that you have held?

(b)(6), (b)(7)(C)

8. What is the highest level of classified material to which you have been granted access?

(b)(6), (b)(7)(C)

9. Have you had access to Special Access Programs?

(b)(6), (b)(7)(C)

10. Will you be working with classified information as part of your foreign employment? If yes, please explain in as much detail as possible.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain in as much detail as possible.

(b)(6), (b)(7)(C)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

(b)(6), (b)(7)(C)

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)? If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.

(b)(6), (b)(7)(C)

14. Did you receive a debriefing upon retiring from the uniformed service? If so, did you complete an SF-312, Classified Information Nondisclosure agreement?

(b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

· ·			<i>,</i> , ,			~ \
h	แห	١ ١	(h	(7)	11	(:)

Signature Date

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

"Defense service" (ITAR §120.9) means:

- (a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;
- (b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or
- (c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

"Defense article" (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

"Technical data" (ITAR §120.10) means:

- (a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;
 - (b) Classified information relating to defense articles and defense services on the USML; and
 - (c) Software directly related to defense articles.

Note: The definition does <u>not</u> include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

"U.S. person" (ITAR §120.15) means a person who is a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any corporation, business association, or other entity, organization, or group that is incorporated to do business in the United States, including any governmental (federal, state or local) entity.

"Foreign person" (ITAR §120.16) means any natural person who is not a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is not a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any foreign corporation, business association, any other entity that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

"Broker" (ITAR §129.2(a)) means any person described below who engages in the business of brokering activities:

- (a) Any U.S. person wherever located;
- (b) Any foreign person located in the United States; or
- (c) Any foreign person located outside the United States where the foreign person is owned or controlled by a U.S. person.

"Brokering activities" (ITAR §129.2(b)) means any action on behalf of another to facilitate the manufacture, export, permanent import, transfer, reexport, or retransfer of a <u>U.S. or foreign</u> defense article or defense service, regardless of its origin.

Such action includes, but is not limited to:

- (a) Financing, insuring, transporting, or freight forwarding defense articles and defense services;
 or
 - (b) Soliciting, promoting, negotiating, contracting for, arranging, or otherwise assisting in the purchase, sale, transfer, loan, or lease of a defense article or defense service.

Such action does not include:

- (a) Activities by regular employees acting on behalf of their employer; or
- (b) Activities that do not extend beyond administrative services, such as, collecting product and pricing information to prepare a response to Request for Proposal, generally promoting company goodwill at trade shows. Activities performed by an affiliate, on behalf of another affiliate.

Note: engaging in the business of brokering activities requires only one occasion of brokering.

[&]quot;If you or your prospective employer are unsure whether your proposed employment would include the provision of defense services or brokering controlled under the ITAR, you may submit to DDTC a written request for an advisory opinion. The request to issue such an advisory opinion should include comprehensive information about the scope

and details of your proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmddtc.state.gov.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2 I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless. (a) I have efficially verified that the recipient has been properly authorized by the United States Government to receive it, or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information. I am required to confirm from an authorized official that the information is unclassified before I may disclose II, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4 I have been advised that any breach of this Agreement may result in the termination of any security clearances. I hold, removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, tille 18, United States Code, *the provisions of section 783(b), title 50, United States Code and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5 I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- 6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access (a) upon demand by an authorized representative of the United States Government (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request. I understand that this may be a violation of sections 793 and/or 1924, title 18. United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government. I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information and at all times thereafter.
- 9 Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede conflict with or otherwise alter the employee obligations, rights or liabilities created by existing statute or Executive order relating to (1) classified information (2) communications to Congress. (3) the reporting to an Inspector General of a violation of any law, rule, or regulation or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse)

NSN 7540-01-280-5499 Frevious edition not usable

STANDARD FORM 312 (Rev 7-2013) Prescribed by ODNI 32 CFR PART 2001 80 E O 13526

- 11 These restrictions are consistent with and do not supersede conflict with or otherwise after the employee obligations rights or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707) or any successor thereto section 7211 of titls 5. United States Code (governing a sciousures to Congress), section, 1334 of title 10. United States Code as amended by the Military Winstleblower-Protection Act (governing disclosure to Congress by members of the military), section 2302(b) (8) of title 5. United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats), the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents), sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress), section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community), sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the inspector General of the Central Intelligence Agency and Congress), and the statutes which protect against disclosure that may compromise the national security, including sections 641 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12. I have read this Agreement carefully and my questions. If any have been answered I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001 section 2001.80(d)(2)) so that I may read them at this time. If I so choose.

*NOT APPLICABLE TO NON GOVERNMENT PERSONNEL SIGNING THIS ACREEMENT.

(b)(6), (b)(7)(C)

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.

ACCEPTANCE

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

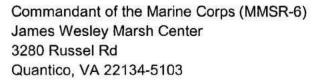
(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws other federal criminal taws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody, that I will not communicate or transmit classified information to any unauthorized person or organization that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information and that I (have) (have not) (sinke out inappropriate word or words) received a secunty debriefing

(b)(6), (b)(7)(C)

disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data is voluntary but failure to do so may delay or prevent you being granted access to classified information.





(b)(6), (b)(7)(C)	

Dear Sir or Ma'am,

I am requesting permission for employment by a foreign government.

Sin	ice my retirement I have moved to	0	(b)(6), (b)(7)(C)
		(b)(6), (b)(7)(C)	
		(5)(0), (5)(7)(0)	

(b)(6), (b)(7)(C)

Thank you for your time and consideration.

Very Respectfully,

(b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

5300 MMSR-6 16 Dec 19

From: Commandant of the Marine Corps

To:

(b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref:

(a) Your request of 19 Sep 19

Encl: (1) Copy of Dept. of State letter of 13 Dec 19

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction

December 13, 2019

Lieutenant General Michael A. Rocco Deputy Commandant for Manpower and Reserve Affairs Headquarters United States Marine Corps 3280 Russel Road Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C) to accept civil employment with the United Arab Emirates.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

R. Clarke Cooper Assistant Secretary



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

IN REPLY REFER TO: 1700 MMSR-6 NOV 12 2019

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6),(b)(7)(C) for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6),(b)(7)(C) Enclosed with this letter is (b)(6),(b)(7)(C) cover letter, foreign employment questionnaire and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as(b)(6), (b)(7)(C) (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) Abu Dhabi, United Arab Emirates (UAE). Some members of the company's Board of Directors (b)(6), (b)(7)(C) This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

Assistant Deputy Commandant for Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORP. 3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

5500 SSO/U1242 OCT **31** 2019

		25000
	ior Intelligence Officer, Intelligence Divis uty Commandant, Manpower and Reserve Affairs	
	UEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF C (RETIRED)	(b)(6), (b)(7)(C)
Ref: (a)	37 USC 908 - Sec. 908. Employment of reserv by Foreign governments	es and retired members
	(b)(6), (b)(7)(C) retired ir (b)(6), (b)(7)(C)from to permission in September 2019 under the Forence (FOCI) program for employment as (b)(6), (b)(7)(C) the (b)(6), (b)(7)(C)	
	(b)(6), (b)(7)(C)	
	(5)(6), (5)(7)(C)	
	(b)(6), (b)(7)(C) requires a FOCI approval and by reference (a). for employment with	d legal authority as (b)(6), (b)(7)(C)
	(b)(6), (b)(7)(C)	
security ((b)(6),(b)(7)(C) e Consolidated Adjudications Facility (DOD C clearance investigation and adjudication pri d information.	
3. It is	my opinion that $(b)(6), (b)(7)(C)$ could be approv $(b)(6), (b)(7)(C)$ in UAE.	red as (b)(6), (b)(7)(C)
4. Point Office is	of contact at Headquarters, U.S. Marine Cor	rps, Special Security hqmc_sso@usmc.mil.
	(b)(6), (b)(7)(C)	-

Copy to: Files Pages 144 through 145 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name:	(b)(6), (b)(7)(C)
Physical add	dress (include mailing if different):
Phone:-	(b)(6), (b)(7)(C)
Email:	(b)(6), (b)(7)(C)
Military Ret	tirement Date (if applicable): (b)(6), (b)(7)(C)
7-5 1	at retirement): (b)(6), (b)(7)(C)
SSN (last fo	our digits): (b)(6), (b)(7)(C)
Location of	proposed employment: (b)(6), (b)(7)(C) Abu Dhabi, UAE
1. Who is ye	our proposed employer and how are they connected to a foreign government?
	(b)(6), (b)(7)(C)
2. What is y	your proposed job title?
	(b)(6), (b)(7)(C)
	l your job duties involve? Please explain in as much detail as possible (If a job is available, please attach). See attachment
include sala	be paid for duties performed? If yes, please provide an explanation of wages (to ary; housing allowance, any extra stipends, etc.) and how your level of pay will be the foreign government with which you are working.
	(b)(6), (b)(7)(C)
5. Are you a	a U.S. citizen?

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship?

7. What is the highest U.S. security clearance that you have held?

(b)(6), (b)(7)(C)

8. What is the highest level of classified material to which you have been granted access?

(b)(6), (b)(7)(C)

9. Have you had access to Special Access Programs?

(b)(6), (b)(7)(C)

10. Will you be working with classified information as part of your foreign employment? If yes, please explain in as much detail as possible.

Yes, (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain in as much detail as possible.

(b)(6), (b)(7)(C)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

"Defense service" (ITAR §120.9) means:

- (a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;
- (b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or
- (c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

"Defense article" (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

"Technical data" (ITAR §120.10) means:

- (a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;
 - (b) Classified information relating to defense articles and defense services on the USML; and
 - (c) Software directly related to defense articles.

Note: The definition does <u>not</u> include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)? If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment.

(b)(6), (b)(7)(C)

14. Did you receive a debriefing upon retiring from the uniformed service? If so, did you complete an SF-312, Classified Information Nondisclosure agreement?

(b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

	(b)(6), (b)(7)(C)		
Signature		Date	

(b)(6), (b)(7)(C)

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose It, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- 6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud , abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT

(b)(6), (b)(7)(C)

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED TO BY THE UNDERSIGNED.

ACCEPTANCE

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b)(6), (b)(7)(C)

19 September 2019

Headquarters United States Marine Corps Manpower & Reserve Affairs (MMSR-6) 3280 Russell Road Quantico, VA 22134

Subject: Request for Approval to Accept Foreign Government Employment

To Whom It May Concern,

In accordance with Navy and Marine Corps Post Employment Guidelines: NAVSO P-1778 (Rev. April 2000)]I am requesting approval to accept foreign government employment in the United Arab Emirates

(b)(6), (b)(7)(C)

Sincerely.

(b)(6), (b)(7)(C)

Attachments:

- 1. Foreign Government Employment Questionnaire.
- 2. (b)(6), (b)(7)(C) Position Description.
- 3. Signed SF 312 Classified Information Nondisclosure Agreement

Page 152 redacted for the following reason: (b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

5300 MMSR-6 1 Nov 19

From: Commandant of the Marine Corps

To:

(b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref:

(a) Your request of 4 Jun 19

Encl: (1) Copy of Dept. of State letter of 1 Nov 19

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State

Bureau of Political-Military Affairs

Washington, DC 20520-6817

November 1, 2019

Lieutenant General Michael A. Rocco Deputy Commandant for Manpower and Reserve Affairs Headquarters United States Marine Corps 3280 Russel Road Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) to accept civil employment with(b)(6), (b)(7)(4) donesia.

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC (b)(6), (b)(7)(C) should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9. (b)(6), (b)(7)(c) may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

R. Clarke Cooper

Assistant Secretary



Attn:

(b)(6), (b)(7)(C)

DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

1700 MMSR-6 OCT 0 7 2019

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

and classified information nondisclosure agreement.

Door (1)(0) (1)(7)(0)		
Dear (b)(6), (b)(7)(C)		
The request from	(b)(6), (b)(7)(C)	for
그렇지 하는 사람들이 가는 살이 있는 이렇게 하는 사람이 있다. 이 사람들이 되었다고 있다면 하는데	employment is forwarded for	
consideration pursuant to the	ne Foreign Relations Authorizat	tion Act,
Fiscal Year 1978, Public Law	v 95-105, Title V, Section 509,	, 91 Stat
859.	(b)(6), (b)(7)(C)	
(b)(6), (b)(7)(C)	Enclosed with this letter is	s Master
Sergeant Brock's cover lette	er, foreign employment question	nnaire,

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) Indonesia (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

(b)(6),(b)(7)(C) This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEAROR
Assistant Deputy Commandant for
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

Pages 157 through 158 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

FOR OFFICIAL USE ONLY PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY HEALQUARTERS UNITED STATES MARINE CORPS 3 NVC MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

5500 SSO/U1052 SEP 10 2019

-		SEP 1
From: To:	Senior Intelligence Officer, Intelligence Division Deputy C mmandant, Manpower and Reserve Affairs	
Subj:	REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF (b)(0 USMC (RETIRED)	6), (b)(7)(C)
Ref:	(a) 3 USC 918 - Set. 908. Emp cyment of reserves and reby Foreign governments	etired members
	(b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) for any control or Influence (FOCI) program for employment (b)(6), (b)(7)(C) Indinesia	
	(b)(6), (b)(7)(C)	
2. requi	(b)(6), (b)(7)(C) requires a FOCI approval and legal at red by reference (a), far employment with (b)(6), (b)(7)(C) Indone	
	(b)(6), (b)(7)(C)	
	(b)(6),(b)(7)(C) The Department of Defense Consolidated Adity (DOD CAF) will require a new security clearance investigation prior to access to U.S. classified information.	
3. I	t is my opinion that (b)(6), (b)(7)(C) could be approved as (b)(6), (b)(7)(C) Indonesia.	(b)(6), (b)(7)(C)
4. P Offic	Point of contact at Headquarters, U.S. Marine Corps, Spected is hqmc_ssc	ial Security o@usmc.mil.
	(b)(6), (b)(7)(C)	
Copy Files		

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ĸ	D	М	0),	(U)) (1	X	C

4-Jun-19

HQ, U.S. Marine Corps Manpower & Reserve Affairs 3280 Russell Road Quantico, VA 22134

To whom it may concern,

Pursuant to service regulations and 37 U.S.C. § 908, I hereby request approval for foreign government employment as outlined below.

I am in the hiring process to become an employee of (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

My technical job description is attached. No part of my duties involve handling of classified information or technology.

(b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name: (last, first, middle initial)	(b)(6), (b)(7)(C)		
Physical address (include mailing	g if different):		
Phone:			
Email:	(b)(6), (b)(7)(C)	T By	
Military Retirement Date (if appl	(b)(6), (b)(7)(C)		
Rank/Rate (at retirement):	(b)(6), (b)(7)(C)		
SSN (last four digits): XXX-XX-XXX			
Location of proposed employme	(b)(6), (b)(7)(C)		
1. Who is your proposed employ	ver and how are they connected to a f	oreign government?	(b)(6), (b)(7)(C)
	(b)(6), (b)(7)(C)		
2. What is your proposed job tit	le?	(b)(6), (b)(7)(C)	
	(b)(6), (b)(7)(C)		
3. What will your job duties invo	olve? Please explain in as much detail	as possible (If a job descrip	ition
is available, please attach).	(b)(6), (b)(7)(C)		
is available, please attach).	(b)(6), (b)(7)(C)		
4. Will you be paid for duties pe	rformed? If yes, please provide an ex		
4. Will you be paid for duties pe	rformed? If yes, please provide an ex extra stipends, etc.) and how your leve		
4. Will you be paid for duties per salary; housing allowance, any e	rformed? If yes, please provide an ex extra stipends, etc.) and how your leve	of pav will be affected by	
4. Will you be paid for duties per salary; housing allowance, any e	rformed? If yes, please provide an expectate stipends, etc.) and how vour level you are working.	of pav will be affected by	
4. Will you be paid for duties per salary; housing allowance, any e foreign government with which	rformed? If yes, please provide an expectate stipends, etc.) and how vour level you are working.	of pav will be affected by	
 4. Will you be paid for duties persalary; housing allowance, any eforeign government with which so that is a superference of the superfe	rformed? If yes, please provide an expectate stipends, etc.) and how vour level you are working.	(b)(6), (b)(7)(C) (b)(6), (b)(7)(C)	the
 4. Will you be paid for duties persalary; housing allowance, any eforeign government with which so that is a superference of the superfe	rformed? If yes, please provide an expectate stipends, etc.) and how your level you are working. (b)(6), (b)(7)(C)	(b)(6), (b)(7)(C) (b)(6), (b)(7)(C)	nme
4. Will you be paid for duties per salary; housing allowance, any eforeign government with which so that is a salary; housing allowance, any eforeign government with which so that is a salary; housing allowance working, alto (b)(6), (b)(7)(C)	rformed? If yes, please provide an expectate stipends, etc.) and how your level you are working. (b)(6), (b)(7)(C)	(b)(6), (b)(7)(C) (b)(6), (b)(7)(C)	nme
4. Will you be paid for duties per salary; housing allowance, any eforeign government with which so that is a salary; housing allowance, any eforeign government with which so that is a salary; housing allowance working, alto (b)(6), (b)(7)(C)	rformed? If yes, please provide an expector and how your level you are working. (b)(6), (b)(7)(C) The planning to execute an oath of alleger your U.S. citizenship status, or obtains.	(b)(6), (b)(7)(C) (b)(6), (b)(7)(C)	nme

explain in as much detail as possible.		oreign employment? If ves. please (6), (b)(7)(C)
	(5)(6), (b)(7)(C)	0, (0)(1)(0)
11. Have you ever worked on matters involving to duties? If yes, please explain in as much detail a	the second to th	as part of your uniformed service (b)(6), (b)(7)(C)
	5), (b)(7)(C)	(3)(0), (3)(1)(0)
12. Have you held any positions in the uniformed the foreign government? If yes, please explain.	d service that are re	levant to your employment with (b)(6), (b)(7)(C)
(b)(6)	s), (b)(7)(C)	
13. If you believe you are, or might be, providing employer applied for and/or received an export Department of State, Directorate of Defense Tra need to further investigate and work with your or place before you start any ITAR-controlled activity	license, or other for de Controls (DDTC) employer to get the	rm of authorization from the ?¹ If your answer is no, you will correct DDTC authorization in
	(b)(6), (b)(7)(C)	
 Did you receive a debriefing upon retiring from SF-312, Classified Information Nondisclosure agr 		ervice? If so. dld vou comolete an
(b)(6), (b)(7)(C)		

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b)(6), (b)(7)(C)

Signature Date

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

"Defense service" (ITAR §120.9) means:

- (a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles:
- (b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or
- (c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.
- "Defense article" (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

"Technical data" (ITAR §120.10) means:

- (a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, including information in the form of blueprints, drawings, photographs, plans, instructions or documentation;
 - (b) Classified information relating to defense articles and defense services on the USML; and
 - (c) Software directly related to defense articles.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- 6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- B. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403g(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights. sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has 2001, section 2001.80(d)(2)) so that I may read them at this time, if I so choose.

made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part * NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

(b)(6), (b)(7)(C)

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.

WITNESS

ACCEPTANCE

THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (strike out inappropriate word or words) received a security debriefing.

SIGNATURE OF EMPLOYEE

DATE

(b)(6), (b)(7)(C)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

Page 166 redacted for the following reason: (b)(6), (b)(7)(C)

Foreign Government Employment (FGE) Information Sheet

Name: (b)(6), (b)(7)(C)

Grade/Rank (at retirement) (b)(6), (b)(7)(C)

SSN: (b)(6), (b)(7)(C)

Date placed on Retirement List: (b)(6), (b)(7)(C)

Address:

PHYSICAL

(b)(6), (b)(7)(C)

MAILING:

Email Address:

(b)(6), (b)(7)(C)

DOB:

(b)(6), (b)(7)(C)

Place of Birth:

(b)(6), (b)(7)(C)

Any Adverse Actions?

(b)(6), (b)(7)(C)

Checklist:

- · FGE information sheet
- Applicant's letter requesting approval
- A letter, memorandum, or a contract offer from the prospective employer outlining the detailed description of civil duties to be performed for the foreign government. Please ensure the document includes the complete name, address of the prospective employer, and a point of contact.
- Completed FGE Questionnaire
- Completed Standard Form 312, Classified Information Nondisclosure Agreement or DA Form 2962, Security Termination Statement. Visit the nearest military installation, Security Office or other authorized agency to complete the form. Please pay close attention to the "Security Debriefing Acknowledgement" section for instructions provided to acknowledge (by striking out inappropriate words) that you "have" or "have not" received a security debriefing.

Note: We will accept a copy of your SF 312 or DA 2962 signed by you and the authorized individual who conducted the Security Debriefing upon your retirement.

Mail packet to:

Commander HQ, U.S. Marine Corps Manpower & Reserve Affairs 3280 Russell Road Quantico, VA 22134 Page 168 redacted for the following reason: (b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

5300 MMSR-6 1 Oct 18

From: Commandant of the Marine Corps

To:

(b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref:

(a) Your request of 22 Feb 18

Encl: (1) Copy of Dept. of State letter of 7 Sep 18

1. This is in response to the reference in which you requested approval of your foreign employment.

 As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State

Bureau of Political-Military Affairs

Washington, DC 20520-6817

September 7, 2018

Lieutenant General Michael A. Rocco Deputy Commandant for Manpower and Reserve Affairs Headquarters United States Marine Corps 3280 Russel Road Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

The Department of State acknowledges receipt of your letter conveying the Secretary of the

Navy's approva	l of a request fro	m	(b)(6), (b)(7)(C)	
A TOTAL CONTRACTOR OF THE PARTY		employment with	(b)(6), (b)(7)(C)	
(t	o)(6), (b)(7)(C)	Japan	(b)(6), (b)(7)(C)	

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely,

(b)(6), (b)(7)(C)

Marik String Deputy Assistant Secretary Bureau of Political-Military Affairs



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

1700 MMSR-6

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C)

for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) foreign employment questionnaire, and classified

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment as (b)(6), (b)(7)(C) Government of Japan. This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEAROR
Assistant Deputy Commandant for
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

information nondisclosure agreement.

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY

HEADQUARTERS UNITED STATES MARINE CORPS 3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

IN REFLY REFER T 5500 SSO/U0571

018

JUL 09 2
From: Special Security Officer, Intelligence Department To: Deputy Commandant, Manpower and Reserve Affairs
Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C) USMC (RETIRED)
Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members by Foreign governments
1. (b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) from the U.S. Marine Corps and requested permission in April 2018 under the Foreign Ownership, Control or Influence (FOCI) program for employment as (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C)
2. (b)(6) requires a FOCI approval and legal authority as required by reference (a), for employment with (b)(6) Japan for (b)(6)
(b)(6)
Department of Defense Consolidated Adjudications Facility (DOD CAF) will require a new security clearance investigation and adjudication prior to access to U.S. classified information.
3. It is my opinion that $(b)(6), (b)(7)(C)$ could be approved as $(b)(6), (b)(7)(C)$ $(b)(6), (b)(7)(C)$ Japan for $(b)(6), (b)(7)(C)$
(b)(6), (b)(7)(C)
4. Point of contact at Headquarters, U.S. Marine Corps, Special Security Office is or hqmc_sso@usmc.mil.
Copy to: Files

Pages 173 through 175 redacted for the following reasons: (b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name:

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Physical address (include mailing if different	nt):	o)(6), (b)(7)(C)
Phone (b)(6), (b)(7)(C) Email:		
Military Retirement Date (if applicable):	(b)(6), (b)(7)(C)	
Rank/Rate (at retirement): (b)(6), (b)(7)(C)		
SSN (last four digits): (b)(6), (b)(7)(C)		
Location of proposed employment:	(b)(6), (b)(7)(C)	Japan
1. Who is your proposed employer and he	ow are they connec	cted to a foreign government?
	(b)(6), (b)(7)(C)	
2. What is your proposed job title?		
(b)(6), (b)(7)(C)		
3. What will your job duties involve? If a	job description is a	vailable, please attach.
See attachment		
 Will you be paid for duties performed? amount of pay) and how your level of pay are working. 	and the second second second second	
	(b)(6), (b)(7)(C)	
5. Are you a U.S. citizen?		
(b)(6), (b)(7)(C)		
6. Will you be required or are you plannin with which you are working, alter your U.		th of allegiance to the foreign government s, or obtain foreign citizenship?

7. What is the h	ighest U.S. security clearance that you have held?
(b)(6), (b)(7)(C)	
8. What is the h	ighest level of classified material to which you have been granted access?
(b)(6), (b)(7)(C)	

9. Have you had access to Special Access Programs?

(b)(6), (b)(7)(C)

10. Will you be working with classified information as part of your foreign employment? If yes, please explain.

No

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain.

(b)(6), (b)(7)(C)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain.

(b)(6), (b)(7)(C)

13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?

(b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

Signature Date

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- 9. Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

NSN 7540-01-280-5489 Previous edition not usable. 6TANDARD FORM 312 (Rev. 7-2013) Prescribed by ODNI 32 CFR PART 2001.80 E.O. 13526

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001, 80(d)(2)) so that I may read them at this time, if I so choose.

* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT.

SIGNATURE | DATE | SOCIAL SECURITY NUMBER (See Notice below)

(b)(6), (b)(7)(C)

ORGANIZATION (IF CONTRACTOR, LICENSEE, GRANTEE OR AGENT, PROVIDE: NAME, ADDRESS, AND, IF APPLICABLE, FEDERAL SUPPLY CODE NUMBER) (Type or print)

WITNESS	ACCEPTANCE
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (term) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

NOTICE: The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

(b)(6), (b)(7)(C)

Reference Number Job Category Position Summary of duties Work location **Employment period** Age restriction Reason for age restriction Qualifications (b)(6), (b)(7)(C) Working hours Lunch time Overtime Wage type Wage Day off Childcare leave Insurance Pension plan Reemployment option Housing allowance Commuting allowance Number of recruitments Application deadline **Employmnet office** acceptance deadline Acceptance office Remarks



Linited States Department of State Bureau of Political-Military Affairs Washington, DC 20520-6817

December 11, 2020

Lieutenant General Michael A. Rocco Deputy Commandant for Manpower and Reserve Affairs Headquarters United States Marine Corps 3280 Russel Road Quantico, Virginia 22134-5103

Deputy Commandant Rocco

The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) to accept civil employment with (b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (11 AR) and may require prior authorization from DDTC (b)(6), (b)(7)(C) should carefully review 11 AR section 120.9 to make this determination

Following a review of TTAR section 120.9 (b)(6), (b)(7)(C) may submit to DDTC a written request for an advisory opinion pursuant to TTAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emolaments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.

Sincerely.

(b)(6), (b)(7)(C)

R. Clarke Coope:
Assistant Secretary
Department of State
Political Military Bureau



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

1700 MMSR-6 **DEC 0 4 2017**

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

Attn:	(b)(6), (b)(7)(C
Dear	(b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C)

for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C)

Enclosed with this letter is

(b)(6), (b)(7)(C) Enclosed with this letter is (b)(6), (b)(7)(C) foreign employment questionnaire, job description/offer letter, and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6), (b)(7)(C) request for employment a(b)(6), (b)(7)(C) (b)(6), (b)(7)(C) Abu Dhabi, United Arab Emirates. This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

M. A. ROCCO
Deputy Commandant for
Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. (b)(6), (b)(7)(C) Job Description

2. Classified Information Nondisclosure Agreement

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY

HEADQUARTERS UNITED STATES MARINE CORPS 3000 MARINE CORPS PENTAGON WASHINGTON, DC 20350-3000

5500 10S/U0709 NOV 14 2017

	NO	V 14 2
From: S	Special Security Officer, Intelligence Department Deputy Commandant, Manpower and Reserve Affairs	
Subj:	REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C) (b)(6), (b)(7)(C)	
	(a) 37 USC 908 - Sec. 908. Employment of reserves and retired me by Foreign governments	mbers
Arab E	(b)(6), (b)(7)(C) from the U.S. Marine Corps a ested permission in October 2017 under the Foreign Ownership, Contact (FOCI) program for employment as (b)(6), (b)(7)(C) with the Unsurantees (UAE) to provide the review, development and implementate emic and flight training program.	rol or
	(b)(6), (b)(7)(C) requires a FOCI approval and legal authority as required (a). for employment with (b)(6), (b)(7)(C)	ed by
	(b)(6), (b)(7)(C)	
Facili	(b)(6),(b)(7)(C) The Department of Defense Consolidated Adjudication (b)(6), (b)(7)(C) The Department of Defense Consolidated Adjudication (c)(C)(C) The Department of Defense Consolidated Adjudication (d)(C)(C)(C)(C)(C)(C)(C)(C)(C)(C)(C)(C)(C)	ons and
3. It	It is mv opinion that $(b)(6)$, $(b)(7)(C)$ could be approved as $(b)(6)$, $(b)(6)$, $(b)(7)(C)$ UAE.)(7)(C)
4. Po Office	Point of contact at Headquarters, U.S. Marine Corps, Special Secur ce is or hqmc_sso@usmc.mi	ity 11.
	(b)(6), (b)(7)(C)	
Copy t		

Pages 185 through 186 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name:	(b)(6), (b)(7)(C)		
Physical address	(b)(6	6), (b)(7)(C)	
Phone	(b)(6), (b)(7)(C)	
Email:			
Military Retirement	Date (if applicable):	(b)(6), (b)(7)(C)	
Rank/Rate (at retire	(b)(6), (b)(7)(C)		
SSN (last four digits	(b)(6), (b)(7)(C)		
Location of propose	ed employment:	(b)(6), (b)(7)(C)	Abu Dhabi, UAE
1. Who is your pro	posed employer and how	w are they connected t	o a foreign government?
	(b)(6), (b)(7)(C)		
2. What is your pro	posed job title?		
	(b)(6), (b)(7)(C)		
3. What will your j	ob duties involve? If a j	ob description is availa	ble, please attach.
		(b)(6), (b)(7)(C)	
		그 아이들이 있다면 하는 사람이 하는 생님이 그 때문에 살	n explanation of wages (to include foreign government with which you
		(b)(6), (b)(7)(C)	
5. Are you a U.S. ci	tizen? (b)(6), (b)(7)(C)		
			allegiance to the foreign government obtain foreign citizenship? (b)(6), (b)(7)(C)
7. What is the high	est U.S. security clearar	ice that you have held?	(b)(6), (b)(7)(C)
8. What is the high	est level of classified ma	aterial to which you ha	ve been granted access? (b)(6), (b)(7)(C)

9. Have you had access to Special Access Programs? (b)(6), (b)(7)(C)			
10. Will you be working with classified information as part of your foreign employment? If yes, please explain. No			
11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain. (b)(6), (b)(7)(C)			
12. Have you held any positions in the uniformed service that are relevant to your employment with			
the foreign government? If yes, please explain. (b)(6), (b)(7)(C)			
(b)(6), (b)(7)(C)			
13. Have you had access to technical data (classified, unclassified, or software) related to the design, development, production, manufacture, etc. of defense articles? If yes, please describe ways in which such information may be of use in your potential job. If applicable, has your employer or have you applied for and received an export license for the defense services that you are offering?			
(b)(6), (b)(7)(C)			
I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.			
(b)(6), (b)(7)(C)			

Date

Signature

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of Information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- 6 I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7 I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- 8 Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- 9 Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud , abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling.
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has

o me the Executive Oi 01 .80(d)(2)) so that I				implementing regul	ation (32 CFR Part
* NOT APPLICA	ABLE TO NON-GOVE	RNMENT PERSON	NEL SIGNING THIS	AGREEMENT.	

(b)(6), (b)(7)(C)

WITNESS	ACCEPTANCE		
THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED.	THE UNDERSIGNED ACCEPTED THIS AGREEMENT ON BEHALF OF THE UNITED STATES GOVERNMENT.		

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws, other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me; that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization; that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (these) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

n, o o.o.o.ooza, reganes macreaera ageneies monn injuriduais, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.

Page 191 redacted for the following reason: (b)(6), (b)(7)(C)



DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD QUANTICO, VIRGINIA 22134-5103

5300 MMSR-6 25 Jan 21

From: Commandant of the Marine Corps

To: (b)(6), (b)(7)(C)

Subj: FOREIGN EMPLOYMENT REQUEST

Ref: (a) Your request of 9 Feb 20

Encl: (1) Copy of Dept. of State letter of 8 Jan 21

1. This is in response to the reference in which you requested approval of your foreign employment.

2. As indicated by the enclosure, the request contained in the reference has been approved by the Secretary of the Navy and the Secretary of State.

(b)(6), (b)(7)(C)

By direction



United States Department of State Bureau of Political-Military Affairs Washington, DC 20520-6817

January 8, 2021

Lieutenant General Michael A. Rocco Deputy Commandant for Manpower and Reserve Affairs Headquarters United States Marine Corps 3280 Russel Road Quantico, Virginia 22134-5103

Deputy Commandant Rocco:

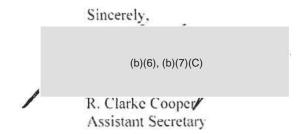
The Department of State acknowledges receipt of your letter conveying the Commandant of the Marine Corps approval of a request from (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) to accept civil employment with (b)(6), (b)(7)(C)

The Secretary of State approves this request under the provision of Section 908, Title 37, United States Code, and pursuant to 22 C.F.R. § 3a5. Please inform the applicant of this determination.

My bureau's Directorate of Defense Trade Controls (DDTC) notes that some of (b)(6), (b)(7)(C) proposed activities (as described in the FGE package) may be considered defense services under the International Traffic in Arms Regulations (ITAR) and may require prior authorization from DDTC. (b)(6), (b)(7)(C)should carefully review ITAR section 120.9 to make this determination.

Following a review of ITAR section 120.9, (b)(6), (b)(7)(C)may submit to DDTC a written request for an advisory opinion pursuant to ITAR Section 126.9 regarding whether these activities would constitute defense services under the ITAR, and whether the related authorization requirements would apply. To enable DDTC to issue such an advisory opinion, the request should include significantly more detailed information about the scope and details of the proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmdtc.state.gov.

Additionally, please inform the applicant that continuing approval under the Emoluments Clause is contingent on the applicant fulfilling his independent obligations relating to the use of classified materials.





DEPARTMENT OF THE NAVY HEADQUARTERS UNITED STATES MARINE CORPS 3280 RUSSELL ROAD OUANTICO, VIRGINIA 22134-5103

1700 MMSR-6

Director, Office of International Security Operations Bureau of Political-Military Affairs Department of State 2201 C Street NW RM 2422 Washington, DC 20520-7325

Attn: (b)(6), (b)(7)(C)

Dear (b)(6), (b)(7)(C)

The request from (b)(6), (b)(7)(C)

(Retired), for approval of civilian foreign employment is forwarded for consideration pursuant to the Foreign Relations Authorization Act, Fiscal Year 1978, Public Law 95-105, Title V, Section 509, 91 Stat. 859. (b)(6), (b)(7)(C) retired on (b)(6), (b)(7)(C)

Enclosed with this letter is (b)(6), (b)(7)(C) cover letter, foreign employment questionnaire, and classified information nondisclosure agreement.

The Commandant of the Marine Corps, for the Secretary of the Navy, has approved (b)(6),(b)(7)(C) request for employment as (b)(6),(b)(7)(C) in Abu Dhabi, United Arab Emirates. This request is being forwarded for the approval of the Secretary of State.

Sincerely,

(b)(6), (b)(7)(C)

J. W. BEAROR Assistant Deputy Commandant for Manpower and Reserve Affairs

Enclosures: 1. Foreign Employment Questionnaire

2. Classified Information Nondisclosure Agreement

Foreign Government Employment Questionnaire

Name:	(b)(6), (b)(7)(C)		
Physical ad	dress:	(b)(6), (b)(7)(C)	
Phone:	(b)(6),	(b)(7)(C)	
Email:	(b)(6), (b)(7)(C)		
Military Re	tirement Date (if appl	(b)(6), (b)(7)(C)	
Rank/Rate	(at retirement):	(b)(6), (b)(7)(C)	
SSN (last fo	ur digits):	(b)(6), (b)(7)(C)	
Location of	proposed employme	nt: (b)(6), (b)(7)(C)	UAIE
1. Who is y	our proposed emplo	yer and how are they connect	ed to a foreign government?
		(b)(6), (b)(7)(C)	
2. What is	your proposed job tit	ile?	(b)(6), (b)(7)(C)
3. What w	ill your job duties inv	olve? Please explain in as mu	ch detail as possible (If a job description
is available	e, please attach).	(k	b)(6), (b)(7)(C)
		(b)(6), (b)(7)(C)	
4.	Will you be paid for a	luties performed? If yes, plea	se provide an explanation of wages (to
			s, etc.) and how your level of pay will be

affected by the foreign government with which you are working.

(b)(6), (b)(7)(C)

/L-\	101	 /I_ \	/71	()
(b)	ını			

5. Are	s ugv	U.S.	citizen	3h)(6), (b)(7)(C)

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship (b)(6), (b)(7)(C)

7. What is the highest U.S. security clearance that you have held? (b)(6), (b)(7)(C)

8. What is the highest level of classified material to which you have been granted access? (b)(6), (b)(7)(C)

9. Have you had access to Special Access Programs? (b)(6), (b)(7)(C)

10. Will you be working with classified information as part of your foreign employment? If yes, please explain in as much detail as possible. Yes, (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

11. Have you ever worked on matters involving this foreign country as part of your uniformed service duties? If yes, please explain in as much detail as possible(b)(6), (b)(7)(C)

12. Have you held any positions in the uniformed service that are relevant to your employment with the foreign government? If yes, please explain. (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of

Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

"Defense service" (ITAR §120.9) means:

- (a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, dentification, destruction, processing or use of defense articles:
- (b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or
- (c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.

"Defense article" (11AR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in FFAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

"Technical data" (FLAR §120.10) means:

- (a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles, meluding information in the form of blueprints, drawings, photographs, plans, instructions or documentation;
 - (b) Classified information relating to defense articles and defense services on the USML; and
 - (c) Software directly related to defense articles.

Note: The definition does <u>not</u> include commonly taught information concerning general scientific, mathematical, or engineering principles, nor does it include basic marketing information on function or purpose or general system descriptions.

13. If you believe you are, or might be, providing a defense service or brokering, have you or your employer applied for and/or received an export license, or other form of authorization from the Department of State, Directorate of Defense Trade Controls (DDTC)? If your answer is no, you will need to further investigate and work with your employer to get the correct DDTC authorization in place before you start any ITAR-controlled activities as part of your employment."

14. Did you receive a debriefing upon retiring from the uniformed service? If so, did you complete an SF-312, Classified Information Nondisclosure agreement? (b)(6), (b)(7)(C)

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

(b)(6), (b)(7)(C)
Signature	Date

The International Traffic in Arms Regulation (ITAR) regulates, in part, business activity between U.S. persons and foreign persons pertaining to defense articles, technical data, and defense services that contain controlled U.S. military technology (including U.S. military operational and tactical expertise) and are designated on the United States Munitions List (USML). The Department of State, Directorate of Defense Trade Controls (DDTC) administers the ITAR. While applicants should refer to the ITAR for the full regulatory meaning of relevant terms, the following—in some cases, abbreviated—definitions are provided to assist you in evaluating the need for DDTC authorization:

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- (a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;
- (b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or
- (c) Military training of foreign units and forces, regular and irregular, including formal or informal instruction of foreign persons in the United States or abroad or by correspondence courses, technical, educational, or information publications and media of all kinds, training aid, orientation, training exercise, and military advice.
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"Technical data" (ITAR §120.10) means:

(a) Information, other than software, which is required for the design, development, production, manufacture, assembly, operation, repair, testing, maintenance or modification of defense articles.

including information in the form of blueprints, drawings, photographs, plans, instructions or documentation:

- (b) Classified information relating to defense articles and defense services on the USML; and
- (c) Software directly related to defense articles.

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"U.S. person" (LLAR §120.15) means a person who is a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any corporation, business association, or other entity, organization, or group that is incorporated to do business in the United States, including any governmental (federal, state or local) entity.

"Foreign person" (11AR §120.16) means any natural person who is not a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is not a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any foreign corporation, business association, any other entity that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

"Broker" (11/AR §129.2(a)) means any person described below who engages in the business of brokering activities;

- (a) Any U.S. person wherever located:
- (b) Any foreign person located in the United States; or
- (c) Any foreign person located outside the United States where the foreign person is owned or controlled by a U.S. person.

"Brokering activaties" (ITAR §129.2(b)) means any action on behalf of another to facilitate the manufacture, export, permanent import, transfer, reexport, or retransfer of a U.S. or foreign defense article or defense service, regardless of its origin.

Such action includes, but is not limited to:

- (a) Financing, insuring, transporting, or freight forwarding defense articles and defense services; or
 - (b) Soliciting, promoting, negotiating, contracting for, arranging, or otherwise assisting in the purchase, sale, transfer, loan, or lease of a defense article or defense service.

Such action does not include:

- (a) Activities by regular employees acting on behalf of their employer; or
- (b) Activities that do not extend beyond administrative services, such as, collecting product and pricing information to prepare a response to Request for Proposal, generally promoting company goodwill at trade shows. Activities performed by an affiliate, on behalf of another affiliate.

Note: engaging in the business of brokering activities requires only one occasion of brokering.

"If you or your prospective employer are unsure whether your proposed employment would include the provision of defense services or brokering controlled under the LTAR, you may submit to DDTC a written request for an advisory opinion. The request to issue such an advisory opinion should include comprehensive information about the scope and details of your proposed activities. More information, including the LTAR and the relevant mailing address, can be found on DDTC's website: www.pinddrc.state.gov.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1 Intending to be legally bound. I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information including oral communications that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security, and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3, and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. Lynderstand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure unauthorized retention or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I nereby agree that I will never divulge classified information to anyone unless (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted 1 understand that if I am uncertain about the classification status of information I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b) above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances. I hold, removal from any position of special confidence and trust requiring such clearances or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation or violations, of United States criminal laws including the provisions of sections 641, 793, 794, 798, 1952 and 1924. Hite 18. United States Code, "the provisions of section, 783(b), title 50. United States Code, and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement.
- 6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement including, but not imitted to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final rolling of a court of law I agree that I shall return all classified materials which have or may come into my possession or for which I am responsible because of such access. (a) upon demand by an authorized representative of the United States Government. (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information, or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request. I understand that this may be a violation of sections 793 and/or 1924, title 18. United States Code, a United States criminal law.
- 8. Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information and at all times thereafter
- 9 Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10 These provisions are consistent with and do not supersede, conflict with, or otherwise after the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an inspector General of a violation of any law rule or regulation or mismanagement, a gross waste of funds, an abuse of authority or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

- 11 These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5. United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military), section 2302(b) (8) of title 5. United States Code as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats), the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents): sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community) and Congress) section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector General of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosure that may compromise the national security including sections 641, 793, 794-798, *952 and 1924 of title 18. United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001 section 2001 80(d)(2)) so that I may read them at this time, if I so choose

WITNESS

ACCEPTANCE

THE EXECUTION OF THIS AGREEMENT WAS WITNESSED

TO BELLALE OF THE UNITED STATES GOVERNMENT

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the espionage laws other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me: that I have returned all classified information in my custody that I will not communicate or transmit classified information to any unauthorized person or organization, that I will promptly report to the Federal Bureau of investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing.

(b)(6), (b)(7)(C)

NOTICE. The Privacy Act. 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time injormation is solicited from them whether the disclosure is mandatory or voluntary by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 26, 1996). Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to class fied information.

Pages 203 through 204 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

FOR OFFICIAL USE ONLY - PRIVACY SENSITIVE ANY MISUSE OR UNAUTHORIZED DISCLOSURE MAY RESULT IN CIVIL AND/OR CRIMINAL PENALTIES



DEPARTMENT OF THE NAVY

HEACOLRATERS EMETER STATES MARINE DISC 3100 MASTNE CORRESPENTAGES WASHINGTON, CC 20350-3000

5500 550/01225

From: Senior Intelligence Officer, Intelligence Division To: Deputy Commandant, Manpower and Reserve Affairs Subj: REQUEST FOR FOREIGN CIVIL EMPLOYMENT IN CASE OF: (b)(6), (b)(7)(C)
USMC (RETIRED) Ref: (a) 37 USC 908 - Sec. 908. Employment of reserves and retired members by Foreign governments 1. (b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) from the U.S. Marine Corps and requested permission in February 2020 under the Foreign Ownership, Control or Influence (FOCI) program for employment with (b)(6), (b)(7)(C)
by Foreign governments 1. (b)(6), (b)(7)(C) retired in (b)(6), (b)(7)(C) from the U.S. Marine Corps and requested permission in February 2020 under the Foreign Ownership, Control or Influence (FOCI) program for employment with (b)(6), (b)(7)(C)
Marine Corps and requested permission in February 2020 under the Foreign Ownership, Control or Influence (FOCI) program for employment with (b)(6), (b)(7)(C
2. (b)(6), (b)(7)(C) requires a FOCI approval and legal authority as required by reference (a), for employment with (b)(6), (b)(7)(C)
(b)(6), (b)(7)(C)
(b)(6),(b)(7)(C) The Department of Defense Consolidated Adjudications Facility (DOD CAF) will require a new security clearance investigation and adjudication prior to access to U.S. classified Information.
3. It is my ppinion that $(b)(6), (b)(7)(C)$ could be approved $a(b)(6), (b)(7)(C)$ $(b)(6), (b)(7)(C)$
4. Point of contact at Headquarters, U.S. Marine Corps, Special Security office is hqmc_sso@usmc,milx (b)(6),(b)(7)(C)
(b)(0), (b)(1)(C)

Copy to: Files

(h)	16	١ ١	(h)	(7)	(C)
W	w). I	U		

09 February 2020

Headquarters United States Marine Corps Manpower & Reserve Affairs (MMSR-6) 3280 Russell Road Quantico, VA 22134

Subject: Request for Approval to Accept Foreign Government Employment

Lo Whom It May Concern,

In accordance with Navy and Marine Corps Post Employment Guidelines: NAVSO P-1778 (Rev. April 2000)]I am requesting approval to accept foreign government employment in the United Arab Emirates

(b)(6), (b)(7)(C)

Sincerely.

(b)(6), (b)(7)(C)

Attachments:

- 1. Foreign Government Employment Questionnaire.
 - 2. (b)(6), (b)(7)(C) Position Description.

Pages 207 through 208 redacted for the following reasons:

(b)(5), (b)(6), (b)(7)(C)

Foreign Government Employment Questionnaire

Name:	(b)(6), (b)(7)(C)			
Physical address	(include mailing if diff	ferent):	(b)(6), (b)(7)(C)	
Phone Email:)(6), (b)(7)(C)			
Military Retireme	nt Date (if applicable	(b)(6), (b)(7)(C)		
Rank/Rate (at ret	irement): (b)(6), (b	b)(7)(C)		
SSN (last four dig	(b)(6), (b)(7)(C	()		
Location of propo	sed employment:		(b)(6), (b)(7)(C)	
1. Who is your pr	roposed employer an	nd how are they conne	cted to a foreign governme	nt?
		(b)(6), (b)(7)(C)		
2. What is your p	roposed job title?			
(b)(6), (b)(7	7)(C)			
3. What will you	r job duties involve?	Please explain in as m	uch detail as possible (If a j	ob description
is available, plea	se attach).			
		(b)(6), (b)(7)(C)		
		SAME OF SECTION STREET, SECTION OF SECTIONS	ovide an explanation of wa w your level of pay will be	h
	government	with which	you are	working.
		(b)(6), (b)(7)(C)		

5. Are you a U.S. citizen? (b)(6), (b)(7)(C)

6. Will you be required or are you planning to execute an oath of allegiance to the foreign government with which you are working, alter your U.S. citizenship status, or obtain foreign citizenship? $_{(b)(6),\ (b)(7)(C)}$					
7. What is the highest U.S. security clearance	ce that you have h	eld? (b)(6), (b)(7)(C)			
8. What is the highest level of classified ma	terial to which you	u have been granted a	(b)(6), (b)(7)(C)		
9. Have you had access to Special Access Pr					
10. Will you be working with classified info	rmation as part of	your foreign employn	nent? If yes, please		
explain in as much detail as possible. Yes	(b)(6), (k	o)(7)(C)			
11. Have you ever worked on matters invol duties? If yes, please explain in as much de	(b)(6), (b)(7)(C)	(b)(6), (b)(7	7)(C)		
12. Have you held any positions in the uniform	ormed service that	t are relevant to your o	employment with		
the foreign government? If yes, please exp	lain.	(b)(6), (b)(7)(C)			
	(b)(6), (b)(7)(C)				
13. If you believe you are, or might be, pro- employer applied for and/or received an ex- Department of State, Directorate of Defensioneed to further investigate and work with	oport license, or of se Trade Controls (ther form of authoriza (DDTC)? ⁱ If your answ	tion from the er is no, you will		
place before you start any ITAR-controlled	activities as part o	of your employment."	(b)(6), (b)(7)(C)		
14. Did you receive a debriefing upon retir SF-312, Classified Information Nondisclosur	5555 2000	rmed service? If so, d b)(6), (b)(7)(C)	id you complete an		

I hereby acknowledge that I am unaware of any reason why the above described foreign employment would be inadvisable or reflect unfavorably on the United States. I also acknowledge and understand that my retired or retainer pay may be withheld equal to the amount received from the foreign government if I accept employment before obtaining proper approval. I affirm that the above questions have been reviewed carefully and answered fully and correctly to the best of my knowledge.

1	h)	(6)	١	(h)	17	11	C.

Signature Date

- (a) The furnishing of assistance (including training) to foreign persons, whether in the United States or abroad in the design, development, engineering, manufacture, production, assembly, testing, repair, maintenance, modification, operation, demilitarization, destruction, processing or use of defense articles;
- (b) The furnishing to foreign persons of any controlled technical data whether in the United States or abroad; or
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[&]quot;Defense article" (ITAR §120.6) means any item or technical data designated in the United States Munitions List (USML). The USML is found in ITAR § 121.1. Defense article includes technical data recorded or stored in any physical form, models, mockups or other items that reveal technical data directly relating to items designated in the USML. The term does not include basic marketing information on function or purpose or general system descriptions.

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 - (b) Classified information relating to defense articles and defense services on the USML; and

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"Foreign person" (ITAR §120.16) means any natural person who is not a lawful permanent resident (as defined by 8 U.S.C. 1101(a)(20)) or who is not a protected individual (as defined by 8 U.S.C. 1324b(a)(3)). It also means any foreign corporation, business association, any other entity that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments (e.g., diplomatic missions).

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(a) Any U.S. person wherever located;

(b) Any foreign person located in the United States; or

(c) Any foreign person located outside the United States where the foreign person is owned or controlled by a U.S. person.

"Brokering activities" (ITAR §129.2(b)) means any action on behalf of another to facilitate the manufacture, export, permanent import, transfer, reexport, or retransfer of a <u>U.S. or foreign</u> defense article or defense service, regardless of its origin.

Such action includes, but is not limited to:

OF

- (a) Financing, insuring, transporting, or freight forwarding defense articles and defense services;
- (b) Soliciting, promoting, negotiating, contracting for, arranging, or otherwise assisting in the purchase, sale, transfer, loan, or lease of a defense article or defense service. Such action does not include:

(a) Activities by regular employees acting on behalf of their employer; or

(b) Activities that do not extend beyond administrative services, such as, collecting product and pricing information to prepare a response to Request for Proposal, generally promoting company goodwill at trade shows. Activities performed by an affiliate, on behalf of another affiliate.

Note: engaging in the business of brokering activities requires only one occasion of brokering.

If you or your prospective employer are unsure whether your proposed employment would include the provision of defense services or brokering controlled under the ITAR, you may submit to DDTC a written request for an advisory opinion. The request to issue such an advisory opinion should include comprehensive information about the scope and details of your proposed activities. More information, including the ITAR and the relevant mailing address, can be found on DDTC's website: www.pmddtc.state.gov.

CLASSIFIED INFORMATION NONDISCLOSURE AGREEMENT

AN AGREEMENT BETWEEN

(b)(6), (b)(7)(C)

AND THE UNITED STATES

(Name of Individual - Printed or typed)

- 1. Intending to be legally bound, I hereby accept the obligations contained in this Agreement in consideration of my being granted access to classified information. As used in this Agreement, classified information is marked or unmarked classified information, including oral communications, that is classified under the standards of Executive Order 13526, or under any other Executive order or statute that prohibits the unauthorized disclosure of information in the interest of national security; and unclassified information that meets the standards for classification and is in the process of a classification determination as provided in sections 1.1, 1.2, 1.3 and 1.4(e) of Executive Order 13526, or under any other Executive order or statute that requires protection for such information in the interest of national security. I understand and accept that by being granted access to classified information, special confidence and trust shall be placed in me by the United States Government.
- 2. I hereby acknowledge that I have received a security indoctrination concerning the nature and protection of classified information, including the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and that I understand these procedures.
- 3. I have been advised that the unauthorized disclosure, unauthorized retention, or negligent handling of classified information by me could cause damage or irreparable injury to the United States or could be used to advantage by a foreign nation. I hereby agree that I will never divulge classified information to anyone unless: (a) I have officially verified that the recipient has been properly authorized by the United States Government to receive it; or (b) I have been given prior written notice of authorization from the United States Government Department or Agency (hereinafter Department or Agency) responsible for the classification of information or last granting me a security clearance that such disclosure is permitted. I understand that if I am uncertain about the classification status of information, I am required to confirm from an authorized official that the information is unclassified before I may disclose it, except to a person as provided in (a) or (b), above. I further understand that I am obligated to comply with laws and regulations that prohibit the unauthorized disclosure of classified information.
- 4. I have been advised that any breach of this Agreement may result in the termination of any security clearances I hold; removal from any position of special confidence and trust requiring such clearances; or termination of my employment or other relationships with the Departments or Agencies that granted my security clearance or clearances. In addition, I have been advised that any unauthorized disclosure of classified information by me may constitute a violation, or violations, of United States criminal laws, including the provisions of sections 641, 793, 794, 798, *952 and 1924, title 18, United States Code; *the provisions of section 783(b), title 50, United States Code; and the provisions of the Intelligence Identities Protection Act of 1982. I recognize that nothing in this Agreement constitutes a waiver by the United States of the right to prosecute me for any statutory violation.
- 5. I hereby assign to the United States Government all royalties, remunerations, and emoluments that have resulted, will result or may result from any disclosure, publication, or revelation of classified information not consistent with the terms of this Agreement
- 6. I understand that the United States Government may seek any remedy available to it to enforce this Agreement Including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement.
- 7. I understand that all classified information to which I have access or may obtain access by signing this Agreement is now and will remain the property of, or under the control of the United States Government unless and until otherwise determined by an authorized official or final ruling of a court of law. I agree that I shall return all classified materials which have, or may come into my possession or for which I am responsible because of such access: (a) upon demand by an authorized representative of the United States Government; (b) upon the conclusion of my employment or other relationship with the Department or Agency that last granted me a security clearance or that provided me access to classified information; or (c) upon the conclusion of my employment or other relationship that requires access to classified information. If I do not return such materials upon request, I understand that this may be a violation of sections 793 and/or 1924, title 18, United States Code, a United States criminal law.
- Unless and until I am released in writing by an authorized representative of the United States Government, I understand that all conditions and obligations imposed upon me by this Agreement apply during the time I am granted access to classified information, and at all times thereafter.
- Each provision of this Agreement is severable. If a court should find any provision of this Agreement to be unenforceable, all other provisions of this Agreement shall remain in full force and effect.
- 10. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

(Continue on reverse.)

- 11. These restrictions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by Executive Order No. 13526 (75 Fed. Reg. 707), or any successor thereto section 7211 of title 5. United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b) (8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud , abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); sections 7(c) and 8H of the Inspector General Act of 1978 (5 U.S.C. App.) (relating to disclosures to an inspector general, the inspectors general of the Intelligence Community, and Congress); section 103H(g)(3) of the National Security Act of 1947 (50 U.S.C. 403-3h(g)(3) (relating to disclosures to the inspector general of the Intelligence Community); sections 17(d)(5) and 17(e)(3) of the Central Intelligence Agency Act of 1949 (50 U.S.C. 403g(d)(5) and 403q(e)(3)) (relating to disclosures to the Inspector General of the Central Intelligence Agency and Congress); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, *952 and 1924 of title 18, United States Code, and *section 4 (b) of the Subversive Activities Control Act of 1950 (50 U.S.C. section 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive Order and listed statutes are incorporated into this agreement and are controlling
- 12. I have read this Agreement carefully and my questions, if any, have been answered. I acknowledge that the briefing officer has

made available to me the Executive Order and statutes referenced in this agreement and its implementing regulation (32 CFR Part 2001, section 2001,80(d)(2)) so that I may read them at this time, if I so choose.	m
* NOT APPLICABLE TO NON-GOVERNMENT PERSONNEL SIGNING THIS AGREEMENT	

(b)(6), (b)(7)(C)

WITNESS ACCEPTANCE THE UNDERSIGNED ACCEPTED THIS AGREEMENT THE EXECUTION OF THIS AGREEMENT WAS WITNESSED BY THE UNDERSIGNED. ON BEHALF OF THE UNITED STATES GOVERNMENT.

(b)(6), (b)(7)(C)

SECURITY DEBRIEFING ACKNOWLEDGEMENT

I reaffirm that the provisions of the esplonage laws other federal criminal laws and executive orders applicable to the safeguarding of classified information have been made available to me, that I have returned all classified information in my custody; that I will not communicate or transmit classified information to any unauthorized person or organization, that I will promptly report to the Federal Bureau of Investigation any attempt by an unauthorized person to solicit classified information, and that I (have) (have not) (strike out inappropriate word or words) received a security debriefing

(b)(6), (b)(7)(C)

NOTICE: The Pgivacy Act. 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Number (SSN) is Public Law 104-134 (April 28, 1996). Your SSN will be used to identify you precisely when it is necessary to cartify that you have access to the information indicated above or to determine that your access to the information indicated has been terminated. Furnishing your Social Security Number, as well as other data, is voluntary, but failure to do so may delay or prevent you being granted access to classified information.